

**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**  
**MINUTES**

**March 19, 2009**

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education was held on **Thursday, March 19, 2009**, in the **Santa Monica City Council Chambers**: 1685 Main Street, Santa Monica, CA. The Board of Education called the meeting to order at 4:20pm in the Board Conference Room at the District Offices: 1651 16<sup>th</sup> Street, Santa Monica, CA. At 4:21pm, the Board of Education will move to Closed Session regarding the items listed below. The public meeting will reconvene at 5:47pm in the Santa Monica City Council Chambers.

**I. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**II. PUBLIC COMMENTS FOR CLOSED SESSION ITEMS ONLY**

**III. CLOSED SESSION (70):**

- Receipt of recommendation for approval of the proposed settlement cases pursuant to GC §54956.9 (b), as cited in the Brown Act (10):  
DN-1024-08/09      DN-1030-08/09      ~~DN-1031-08/09~~
- Conference with Superintendent regarding 2008-2009 Strategies for Negotiations with S.E.I.U. pursuant to GC §54957.6 as cited in the Brown Act. (15)
- Conference with Superintendent regarding 2008-2009 Strategies for Negotiations with S.M.M.C.T.A. pursuant to GC §54957.6 as cited in the Brown Act. (15)
- Closed session with legal counsel concerning anticipated litigation pursuant to GC §54956.9 as cited in the Brown Act (2 cases). (20)
- Pupil hearing pursuant to EC §48918 (c) as cited in the Brown Act (*agenda item No. A.36*) (10)

**IV. BOARD OF EDUCATION – COMMENDATIONS / RECOGNITIONS (20)**

5:50 pm

- **CHPS Sustainability Award Presented to SMMUSD (10)**

*Ms. Maez announced that SMMUSD was being recognized for its efforts to incorporate elements of sustainability in the Measure BB projects. Jim Ogden and John Zinner from the Collaborative for High Performance Schools (CHPS) presented the district and Virginia Hyatt with a plaque. Ms. Maez recognized Ms. Hyatt for her work in helping the district to meet the CHPS sustainability standards. Mr. Ogden announced that SMMUSD was being recognized for its efforts and achievements in taking the initial steps in 2007 to adopt a board resolution to make the Measure BB projects sustainable. He added that SMMUSD has taken additional steps to raise the bar of sustainability, and schools across the state and nation are now looking at SMMUSD's resolution with very high regard. He thanked Ms. Hyatt for being a green champion at SMMUSD.*

*Ms. Hyatt said this has been a team effort. She recognized Ying Wang from LAUSD, who has supported SMMUSD; Jim Ogden from Parsons, who reviews the CHPS points from architectural firm proposals and helped put the resolution together; John Zinner, a community member and SMMUSD parent,*

*who wrote the CHPS standards for California; Julia Hawkinson from Parsons, who advocates for sustainability; Dave Kaplan, an SMMUSD parent and member of the Measure BB Advisory Committee and the sub-committee on sustainability; the Cities of Santa Monica and Malibu; the SAMOHI Solar Alliance; and the Measure BB Bond Committee, who made sure sustainability was in bond language. Ms. Hyatt also recognized the architects, and said that part of the criteria used in choosing the architectural firms was a dedication to sustainability. She explained that each site's plan was well above the minimum of meeting the CHPS criteria. She thanked Mr. Mechur for starting the district's sustainability committee.*

*Mr. Mechur remarked that Ms. Hyatt was the glue that has held all this together. He added that it was important to understand that sustainability is the future for our district and way of life. Mr. de la Torre thanked everyone for all their work on a lifestyle change that takes the environment into consideration. He then used the example of the SAMOHI Solar Alliance to remind the students in the audience of the impact that student input can have – they do have a voice and they can help make change.*

6:02 pm

- **Santa Monica High School (10)**

*Principal Dr. Pedroza thanked the board for the opportunity to report out the great things going on at SAMOHI. He said that most of the presentation would highlight individual SAMOHI stories. He introduced Michael Garceo, a senior, who said his journey to becoming a senior has been difficult. He has had to overcome obstacles in life, but has realized how important his education is. When a good friend of his, Eddie Lopez, passed away in 2006, Mr. Garceo realized that he needed to change his life and be successful. He thanked the SAMOHI administration and staff for encouraging him to make something of his life. He thanked Dr. Pedroza and Mr. Boone for helping him. Mr. Garceo said he will now be applying to attend college.*

*Larry Boone, the M House Principal, said he has been with SAMOHI for nine months now. He was first attracted to SAMOHI because of the house system, which has allowed him to enjoy coming to work every day. He asserted that the most important part of the house experience is building relationships among administrators, teachers, and students. He likes being able to support students who are doing well, as well as those who are struggling, which is usually not possible at a large school. The Instructional Planning Committee (IPC) is currently working on tackling the achievement gap at SAMOHI by looking at what works at other schools.*

*Senior Jennifer Chu reported that she is part of A house leadership, involved in academics and athletics, has taken ten AP classes, and participates in the music program. It is because of the orchestra program that she flew in a plane for the first time and travelled to Europe last year. She was just named a Regent Scholar by UC Berkeley, an award given to the top 20% of Berkeley applicants. She also just found out that she has been accepted by UCLA. Ms. Chu attributes her success to SAMOHI's dedicated staff and teachers.*

*Dr. Pedroza said SAMOHI couldn't be as great a HS as it is without its parent community. He introduced and thanked PTA President Elizabeth Stearns. Ms. Stearns reported that the mission of the PTA is not fundraising, but rather the*

welfare of all its children. The focus is ensuring success for 3,000 students by providing a strong structure, administration, teaching staff, counselors, librarians; etc. Students in the audience then did the SAMOHI cheer.

Mr. Mechur thanked the SAMOHI crew for coming tonight. Ms. Black added that SAMOHI is great school, and that every person on campus helped pave her way to college and succeeding in life. She thanked her fellow ASB members for coming tonight. Mr. Allen said he was proud to be a graduate of SAMOHI. He added that SAMOHI is as a public school with great education, an incredible music program, and many clubs. Mr. de la Torre said he was proud to see all students and applauded all the good work done at the school. He added that SAMOHI creates not only great students, but great leaders.

## V. APPROVAL OF THE AGENDA

6:20 pm

It was moved by Ms. Leon-Vazquez, seconded by Mr. Allen, and voted 7/0 to approve the agenda with the Update.

## VI. APPROVAL OF MINUTES

A.01	Approval of Minutes .....	1
	February 27, 2009	
	March 4, 2009	

## VII. CONSENT CALENDAR (5)

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).

6:21 pm

### Curriculum and Instruction

A.02	Approval of Independent Contractors.....	2
A.03	Overnight Field Trip(s) – 2008-2009.....	3
A.04	Conference and Travel Approval/Ratification.....	4-5
A.05	Approval of Special Education Contracts – 2008-2009 .....	6-9

### Business and Fiscal

A.06	Award of Purchase Orders – 2008-2009.....	10-10e
A.07	Acceptance of Gifts – 2008/2009 .....	11-15
A.08	Replace Member on the Financial Oversight Committee.....	16
A.09	Approval of Overcharge Recovery Group to Review Telecom and Datacom Billings .....	17-18
A.10	Amendment to Contract with J. Dreyfuss and Associates (DBA Dreyfuss Construction) – Bid #9.01 – Boys and Girls Club Facility – John Adams Middle School – Change Order #2, 3, and 4 .....	19
A.11	Award of Bid #9.13 – Webster Fire Damage Reconstruction – Graph Company .....	20

### Measure “BB”

A.12	Contract Amendment #6 for CEQA Environmental Documents for Cabrillo ES, Grant ES, McKinley ES, Rogers ES, and Webster ES – PBS&J – Measure BB .....	21-22
A.13	Contract Amendment #10 for Increased Scope – Development of District Landscape and Planting Standards – WWCOT – Measure BB.....	23-24

A.14	Approval of Contract with Integrated Performance Consultants, Inc. (IPC) For Malibu Middle/High School – Measure BB.....	25
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### **Personnel**

A.15	Certificated Personnel – Elections, Separations .....	26-30
A.16	Special Service Employees .....	31
A.17	Classified Personnel – Merit.....	32-34
A.18	Classified Personnel – Non-Merit.....	35

### **General**

A.19	Expulsion of Student (B/D 04/06/94) .....	36
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## **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.**

6:35 pm

- *John McQueeney, Dona Davoodi, and Jean-Michael Hoffman, students from SAMOHI, addressed the board regarding SAMOHI and budget cuts. Mr. Mechur invited students to attend the May 5 budget workshop, which will be held at the district office. Dr. Matthews explained that he would be meeting with ASB on Monday to go over potential budget options. Mr. Allen invited the students to attend the Financial Oversight Committee meetings and hear the discussions.*

## **IX. COMMUNICATIONS (29)**

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**

6:45 pm

#### **Jaime Black – Santa Monica High School (3)**

*Student Board Member Black reported that Cabaret Night was last Friday, and ASB made \$550. The Spring Fling, sponsored by the junior class with a DJ from 97.1, will be held on March 28. Clue about this event were first revealed in a quad rally on Friday. The Evening Wear Clothes Drive ended on Friday. ASB collected many items to donate to cancer victims. CAHSEE testing was on March 18 and 19. Sophomores are relieved that it’s over. Tomorrow evening is the Student Talent Show, the proceeds of which will go toward the scholarship fund. The author of Twilight: Director’s Notebook, Catherine Hardwicke, spoke in Barnum Hall on Tuesday. Fans of the Twilight book series and movie were very excited. The Stairway of the Stars performance will be March 26 and 27 in the Santa Monica Civic Auditorium. The wrestling team, boys’ basketball, and girls’ basketball went to the state championship level. Spring sports are beginning, including tennis, golf, softball, swimming, and track. The school will be instating a new program called SAMOHI recognition. Students and teachers will be acknowledged and earn credits*

*for improvement or random acts of kindness. Club Day was a success. One of the activities to raise money was Pie a Teacher in Face; Ms. Black commented that her favorite pie victim was the Security Guard Mr. D. ASB is considering making the next Club Day “all green.”*

*Ms. Black completed her report by thanking the students who came to tonight’s meeting to share their opinions. She also thanked Dr. Pedroza, Mr. Boone, and Ms. Stearns for their presentation. She said that as a SAMOHI student, she sees the effects possible job cuts could have on the students. She argued against cuts that would have a direct impact on students. She urged the board to maintain the six-house system.*

**Roya Sahafi – Malibu High School (3) – no report**

6:48 pm

**Isis Enriquez – Olympic High School (3)**

*Student Board Member Enriquez reported that the last two weeks at Olympic High School have been exciting. Today, Lilian Plazman, the daughter of a Holocaust survivor Sonja Cohen, came and spoke to the world history class. Ms. Plezman wrote the book “And No More Sorrow,” a memoir about her mother’s life. She inspired the students to share their own stories, asserting that they are all survivors of one kind or another. The students were attentive and intrigued. Ms. Plezman provided each student with an autographed copy of her book.*

*Detective Rene Talbert and Officer Navarro of SMPD came and spoke to the Criminal Justice class about domestic violence. Students had the opportunity to ask questions.*

*Last Thursday, the annual SMPD DUI prevention program was held, under the leadership of Sergeant Horn. Students saw the consequences of driving under the influence of alcohol. Office Chris Dawson showed a graphic slideshow of actual traffic accidents in Santa Monica that were the result of alcohol. Students got to drive the special golf cart that had been altered to simulate driving under the influence of .08 blood alcohol level. Ms. Enriquez hopes that when the students are of age, they will think twice before drinking and driving.*

*Former student William Linares came to the campus on Tuesday to share his growth since leaving Olympic High School. He is now a full time student at SMC and will be transferring to UCLA. His speech moved many students. He will be a part of the mentoring program.*

*Students and staff are happy that the CAHSEE testing went smoothly. The students did their best and were happy to receive a nutritious lunch. Ms. Enriquez thanked Jennifer Matthews and Stephanie Miller for facilitating the testing.*

*Next week, a new class called The Graphic Novel will begin. It is in collaboration with the Office of Sustainability and the Environment for Santa Monica. The theme of the class is “Keep it Green.” The class will bring together poetry and art. The culminating project will be a show.*

**B. SMMCTA Update – Mr. Harry Keiley (5) – no report**

**C. S.E.I.U. Update – Ms. Keryl Cartee-McNeely (5) – no report**

**D. PTA Council – Rebecca Kennerly (5) – no report**

6:52 pm

**E. Financial Oversight Committee (5)**

*Ms. Torres reported that the district must continue to be flexible in response to the changes in the economy. The state's leading budget analysts say the recession will take an additional \$8 billion from next year state's budget. Regarding SAMOHI, Ms. Torres said the cost reductions should have been laid out and discussed openly. The FOC supports Mr. Snell's suggestion from the last meeting to have a workshop just about the SAMOHI organization. Since 47% of the district's legal contracts are for Special Education, the FOC recommends reductions in spending for Special Education. The FOC also recommends working on revenue enhancement options. Ms. Torres completed her reported by saying that she and the FOC are looking forward to the next budget workshop on May 5, 2009.*

**X. SUPERINTENDENT'S REPORT (5)**

6:57 pm

*Superintendent Cuneo announced the the Superintendent's Budget Committee, which will be made up of twelve members from the staff and community, will look at the overall budget for the district, especially over the next eighteen months. Since the district's revnues will not be what we had hoped for nor anticipated, it is important the the distrct community look at ways to improve our practices. The first meeting for this committee will be next week.*

*The Facilitues Use Forum will be held on March 28 in the JAMS cafeteria. An announcemnet has been sent out and the panel is set. There will be opportunities for the community to participate during the forum. Mr. Cuneo said he has a conference call tomorrow to prep the panelists.*

*Mr. Cuneo reported that he met with the SAMOHI Band Parents Asociation, and they have agreed to pay their fair share of the Equity Fund contribution from the past five years.*

*Senior staff met with SMAOHI's Instructional Planning Committee yesterday regarding reorganization at the site. They will have another meeting prior to spring break.*

*Last Friday, the Rotary Club of Santa Monica held its annual Public Recgonition Day, during which Martha Duran-Contreras from Ed Services was recognized for her work with Special Education this past year. Other community members who were recognized were police officers and members of the fire department.*

*The Special Education Working Group has emailed its final report to the Superintendnet, who will now meet with staff and bring a plan of action to the board on April 23 that addresses the Working Group's recommendations. The final report will be made available online.*

*The Bravo Awards were held last week at Disney Concert Hall. Mr. Cuneo said it was a phenominal performance by SMMUSD students and Joanie Swenson. He is very proud of the students' achievements.*

*Edison Language Academy is 1 of 200 schools in California receiving the 2008-09 Title I Academic Achievement Award. He congratulated the staff and students.*

*The Starway of the Stars performance is next Thursday and Friday at the Civic Auditorium.*

*Ms. Pye asked how information regarding the budget will be put out to the public. Mr. Cuneo responded that. Tom de Lapp is helping him prepare a piece to go out to the community. Ms. Pye then asked if ongoing budget solution strategies would be on future agendas. Mr. Cuneo said that updates would be coming in May. Mr. Mechur and Ms. Leon-Vazquez suggested that ASB students be invited to sit in on the Superintendent Budget Committee meetings so they can report back to their sites.*

### **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 (55)**

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.

7:06 pm	A.20	Adopt Resolution No. 08-29 – Honoring César Chávez (5).....	37-39
7:09 pm	A.21	Adopt Resolution No. 08-30 – Tax and Revenue Anticipation Notes (TRANS) (5) .....	40-49
7:18 pm	A.22	<del>EXPO Phase II</del> – <u>District Comments on Draft EIR</u> (30) .....	50-51
7:39 pm	A.23	Approval of Washington Child Development Services Modernization Project and Authorize Filing of Notice of Exemption – Measure BB (5).....	52-53
7:41 pm	A.24	Approval of Webster Elementary School Fire Alarm Replacement Project and Authorize Filing of Notice of Exemption – Measure BB (5) .....	54-55
7:42 pm	A.25	Approval of Pt. Dume Elementary School Gas Line and Furnace Replacement Project and Authorize Filing of Notice of Exemption – Measure BB (5).....	56-57

#### **XII. DISCUSSION ITEMS (90)**

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

7:42 pm	D.01	2009-10 School Staffing (20).....	58-65
8:25 pm	D.02	Revise Policy 5117 – Interdistrict Attendance (20) .....	66-70
9:08 pm	D.03	Relocation Plan – Edison Land Acquisition (10).....	71
9:09 pm	D.04	SMMUSD Relocation Grievance Procedures – First Reading (10) .....	72-77
9:11 pm	D.05	Measure BB Budget Scope – Malibu Middle and High School Campus Improvements Project – Athletic Field Lighting (30).....	78-80

#### **XIII. INFORMATIONAL ITEMS (0)**

#### **XIV. BOARD MEMBER ITEMS (0)**

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©. 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."

- *Mr. Allen announced that at the March 5, 2009, board meeting, he erred in his abstention vote for Recommendation No. A.33. He realizes that the item passed regardless, but that he should have voted in favor of the recommendation.*

**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.

**XIV. 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**

It was moved by Mr. Snell, seconded by Ms. Pye, and voted 7/0 to adjourn the meeting at 9:15 p.m. The next regularly scheduled meeting will be held on **Thursday, April 2, 2009, at 5:30 p.m.** in the Board Room at the District Offices: 1651 16<sup>th</sup> Street, Santa Monica, CA.

Approved: \_\_\_\_\_

4-2-09

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

**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 2008-2009

**Closed Session begins at 4:00pm**  
**Public Meetings begin at 5:30pm**

July through December 2008					
Month	1 <sup>st</sup> Thursday	2 <sup>nd</sup> Thursday	3 <sup>rd</sup> Thursday	4 <sup>th</sup> Thursday	Special Note:
July				7/24 DO	* 7/1: Special Meeting * 7/10: Special Meeting
August			8/21* DO		*8/21: Begins at 4:30pm
September	9/4 DO			9/18 DO	
October	10/2 M		10/16 SM		
November	11/6 M		11/20* DO	11/27 (5 <sup>th</sup> Thurs)	*11/20: Location moved to District Office Thanksgiving 11/27-28
December	12/8* DO	12/11 DO	12/17* DO	winter break	*12/8: Special Meeting *12/17: Special Meeting
<b>December 22 – 31: Winter Break</b>					
January through June 2009					
<b>January 1 – 2: Winter Break</b>					
January	winter break	1/8* DO	1/15 DO	1/29 (5 <sup>th</sup> Thurs)	*1/8: Special Closed Session
February	2/5 M		2/19 SM	2/27* DO	*2/27: Special Meeting
March	3/4* DO 3/5 M		3/19 SM		*3/4: Special Meeting Stairway 3/26 & 3/27
April	4/2 DO	spring break	spring break	4/23 DO	
<b>April 6-17: Spring Break</b>					
May	5/7 M		5/21 SM		
June	6/4 DO			6/25 DO	Last day of school 6/19

District Office (DO): 1651 16<sup>th</sup> 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.

**Santa Monica-Malibu Unified School District  
Board of Education  
March 19, 2009**

**I CALL TO ORDER**

4:20pm

**A Roll Call**

4:21pm

5:47pm

Ralph Mechur – President  
Barry Snell – Vice President  
Ben Allen  
Oscar de la Torre  
Jose Escarce  
Maria Leon-Vazquez  
Kelly Pye

**Student Board Members**

Jaime Black – Santa Monica High School  
Roya Sahafi – Malibu High School  
Isis Enriquez – Olympic High School

**B. Pledge of Allegiance**

*Led by Jamie Black.*

**II. CLOSED SESSION**

*In closed session, the Board took action to approve:*

- *Settlement agreement in cases No. DN-1249-08/09 and DN-1030-08/09:*

**1. Case No. DN-1024-08/09**

*The substance of the Agreement was as follows:*

- a) Change of IEP meeting date*
- b) No cost to the district*

**2. Case No. DN-1030-08/09**

*The substance of the Agreement was as follows:*

- a) Compensatory speech sessions from an NPA: \$1,200*
- b) Attorney fees: \$500*
- c) Total cost to district: \$1,700*
- d) One case was dismissed with prejudice*
- e) Settlement of all claims to date*

*It was moved by Dr. Escarce, seconded by Ms. Pye, and vote 7/0 to approve these settlement cases.*

TO: BOARD OF EDUCATION  
FROM: TIM CUNEO  
RE: APPROVAL OF MINUTES

ACTION  
03/19/09

RECOMMENDATION NO. A.01

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

February 27, 2009  
March 4, 2009

MOTION MADE BY: Mr. Snell  
SECONDED BY: Mr. de la Torre  
STUDENT ADVISORY VOTE: N/A  
AYES: All (7)  
NOES: None (0)

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## **CONSENT ITEMS**

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / 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 2007/2008 budget.

<b>Contractor / Contract Dates</b>	<b>Description</b>	<b>Site</b>	<b>Funding</b>
Social and Public Art Resource Center  2/2/09 to 6/19/09  Not to exceed: \$4,500	For Visual Art classes in grades K-5	Edison	01-90150-0-11100- 10000-5802-001-4010 (\$2,000)  01-71400-0-11100- 10000-001-4010 (\$2,500)

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / MAUREEN BRADFORD

RE: OVERNIGHT FIELD TRIP(S) 2008-2009

RECOMMENDATION NO. A.03

It is recommended that the Board of Education approve the special field trip(s) listed below for students for the 2008-2009 school year. No child will be denied due to financial hardship.

<b>School Grade # students</b>	<b>Destination Dates of Trip</b>	<b>Principal/Teacher</b>	<b>Cost Funding Source</b>	<b>Subject</b>	<b>Purpose Of Field Trip</b>
Samohi 9-12 75	San Francisco 4/3/09 - 4/6/09	Hugo Pedroza/ Aiello, Swenson	\$440 per student by parent donation and fundraising	Music	To participate in CMEA Orchestra festival, to record session at George Lucas' Skywalker Ranch, tour the California Academy of Science, participate in a clinic at the conservatory of Music in San Francisco and attend a San Francisco Symphony concert.
Samohi 9-12 11	Ontario Convention Center, CA 3/12/09 - 3/13/09	Hugo Pedroza/ Swenson, Aiello	none	Music	To perform with the All State Orchestra at the CMEA.

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / PAT HO

RE: CONFERENCE AND TRAVEL APPROVAL/RATIFICATION

## RECOMMENDATION NO. A.04

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: 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>BROCK, Miriam</u> Santa Monica High 50% per account 01-00000-0-11100-10000-5220-015-4150 01-56400-0-00000-39000-5220-041-1400 General Fund- <b>Function:</b> Instruction/Medi-Cal	Linda Mood Bell- Visualizing/Verbalizing San Luis Obispo, CA February 25 – 26, 2009	\$549
<u>FLOWERS, Lynne</u> Malibu High 01-90141-0-11100-10000-5220-010-4100 General Fund- <b>Resource:</b> Malibu Shark Fund	Practical Classroom Strategies for Making Inclusion Work Arcadia, CA March 10, 2009	\$375 <b>+1 SUB</b>
<u>KAMKAR, Vida</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- <b>Function:</b> Conference & Travel	General Ledger 1 Downey, CA February 11, 2009	\$30
<u>LARIOS, Carmen</u> Human Resources 01-00000-0-00000-74000-5220-025-1250 General Fund- <b>Function:</b> Personnel/Human Resources	Unemployment Insurance Claims Workshop Downey, CA March 3, 2009	\$35 <b>MILEAGE ONLY</b>
<u>MURPHY, Titia</u> Adams Middle	AVID Core Workshop #2 Los Angeles, CA February 18, 2009	<b>SUB ONLY</b>
<u>SERNA, Maria</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- <b>Function:</b> Conference & Travel	Business Writing Basics for Professionals Torrance, CA April 20, 2009	\$200

**Adjustments**

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

NONE

<b>Group Conference and Travel: In-State</b> <i>* a complete list of conference participants is on file in the Department of Fiscal Services</i>		
<u>BISHOP, Shannon</u> <u>+3 Additional Staff</u> Special Ed 01-56400-0-00000-39000-5220-041-1400 General Fund- <b>Resource:</b> Medi-Cal Billing Option	Looking into the Minds of ASD and Like Disabilities Costa Mesa, CA March 12, 2009	\$500 TOTAL
<u>BISHOP, Shannon</u> <u>+3 Additional Staff</u> Special Ed 01-56400-0-00000-39000-5220-041-1400 General Fund- <b>Resource:</b> Medi-Cal Billing Option	Teaching Beyond the “Think Social” Curriculum Costa Mesa, CA March 13, 2009	\$500 TOTAL
<u>COPELAND, Barbara</u> <u>TURNER, Robert</u> Special Ed 01-56400-0-00000-39000-5220-041-1400 General Fund <b>Resource:</b> Medi-Cal Billing Option	OSHA Convention Long Beach, CA March 5 – 8, 2009	\$600 TOTAL
<u>COPELAND, Barbara</u> <u>+5 Additional Staff</u> Special Ed 01-56400-0-00000-39000-5220-041-1400 General Fund <b>Resource:</b> Medi-Cal Billing Option	Practical Strategies for Differentiating Language Differences Lakewood, CA March 27, 2009	\$500 TOTAL

<b>Out-of-State Conferences: Individual</b>		
<u>BARRAZA, Pete</u> Santa Monica High	College Board Western Regional Forum Denver, CO February 20 – 24, 2009	SUB ONLY
<u>MABREY, Matthew</u> Santa Monica High	National Science Teachers Association 2009 Conference New Orleans, LA March 17 – 20, 2009	SUB ONLY

<b>Out-of-State Conferences: Group</b>		
NONE		

MOTION MADE BY: Mr. de la Torre  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: All (7)  
NOES: None (0)



TO: BOARD OF EDUCATION ACTION/CONSENT  
03/19/09  
FROM: TIM CUNEO / CHIUNG-SALLY CHOU / RUTH VALADEZ **UPDATE**  
RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS - 2008-2009

RECOMMENDATION NO. A.05

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2008-2009 as follows:

**NPS**

2008-2009 Budget 01-65000-0-57500-11800-5125-043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Intermountain Deaconess Home for Children	11/11/95	NPS	#55-UC09260	\$ 13,050

Amount Budgeted NPS 08/09	\$ 1,500,000
Prior Board Authorization as of 03/05/2009	\$ 1,552,649
Balance	\$ 52,649

Positive Adjustment (See Below)	\$ 0
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Total Amount for these Contracts	\$ 13,050
Balance	\$ -65,699

Adjustment					
NPS Budget 01-65000-0-57500-11800-5125-043-1400					
There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2007-08 in the amount of \$ 0 as of 3/19/09					
NPS	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

**NPA**

2008-2009 Budget 01-65000-0-57500-11800-5126-043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed
The Kelter Center	4/18/93	IEP Attendance	#43-UC09269	\$ 420
Maxim Healthcare-contract increase	Various	Aide	#23-UC09141	\$ 35,332

Amount Budgeted NPA 08/09	\$ 1,400,000
Prior Board Authorization as of 03/05/09	\$ 1,243,716
Balance	\$ 156,284
Positive Adjustment (See Below)	\$ 0

Total Amount for these Contracts	\$ 35,752
Balance	\$ 120,532

Adjustment					
NPA Budget 01-65000-0-57500-11800-5126-043-1400					
There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2007-08 in the amount of \$ 0 as of 03/19/09					
NPA	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

#### NPA PRE SCHOOL

2008-2009 Budget 01-65000-0-57300-11800-5125043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted NPA Pre School 08/09	\$ 100,000
Prior Board Authorization as of 03/05/09	\$ 120,460
Balance	\$ -20,460
Total Amount for these Contracts	\$ 0
Balance	\$ -20,460

#### Instructional Consultants

2008-2009 Budget 01-65000-0-57500-11900-5802-043-1400

Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
<del>Anthony Truong</del>	<del>Various</del>	<del>Behavioral Consultant</del>	<del>#1-UC09030</del>	<del>\$ 3,400</del>
JBA Institute	10/16/00	Behavior Intervention	#52-UC09266	\$ 39,600
Lisa Ulrich	10/11/02	Physical Therapy	#41-UC09204	\$ 2,400

Amount Budgeted Instructional Consultants 08/09	\$ 310,000
Prior Board Authorization as of 03/05/09	\$ 516,226
Balance	\$- 206,226
Positive Adjustment (See Below)	\$ 0
Total Amount for these Contracts	\$ 42,000
Balance	\$ -248,226

Adjustment					
Instructional Consultants Budget 01-65000-0-57500-11900-5802-043-1400					
There has been a reduction in authorized expenditures of Instructional Consultants contracts for FY 2008-09 in the amount of \$ as of 3/19/09					
Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

**Instructional Consultants -INFANT**

2008-2009 Budget 01-65000-0-57100-11900-5802-043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Instructional Consult-Infants 08/09 \$ 15,000  
 Prior Board Authorization as of 03/05/09 \$ 19,130  
 Balance \$ -4,130

Total Amount for these Contracts \$ 0  
 Balance \$ -4,130

**Instructional Consultants -PRE SCHOOL**

2008-2009 Budget 01-65000-0-57300-11900-5802-043-1400

Nonpublic School/Agency	Student DOB	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Instruct Consult-Pre School 08/09 \$ 175,000  
 Prior Board Authorization as of 03/05/09 \$ 53,220  
 Balance \$ 121,780

Total Amount for these Contracts \$ 0  
 Balance \$ 121,780

**Non-Instructional Consultants**

2007-2008 Budget 01-65000-0-57500-11900-5890-043-1400

Non-Instructional Consultant	Student DOB	Service Description	Contract Number	Cost Not to Exceed
Pawar Transportation	8/12/97	Transportation	#21- UC09265	\$ 720
Parent Reimbursement	9/29/91	Transportation to NPS	#23- UC09268	\$ 1,200
Pawar Transportation	8/16/95	Transportation	#22- UC09267	\$ 11,900
Parent Reimbursement	10/19/92	Transportation to NPS	#24- UC09270	\$ 1,200

Amount Budgeted Non-Instructional Consultants 08/09 \$ 144,000  
 Prior Board Authorization as of 03/05/09 \$ 147,699  
 Balance \$ -3,699

Positive Adjustment (See Below) \$ 0  
 Total Amount for these Contracts \$ 15,020  
 Balance \$ -18,719

Adjustment					
Non-Instructional Consultants Budget 01-65000-0-57500-11900-5890-043-1400					
There has been a reduction in authorized expenditures of Non-Instructional Consultants contracts for FY 2008-09 in the amount of \$     as of 03/19/09					
Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

#### Legal

2007-2008 Budget 01-65000-0-57500-11900-5820-043-1400

Legal Contractor	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Legal Services 08/09		\$ 200,000
Prior Board Authorization as of 03/05/09		712,500
	Balance	\$ -512,500
Adjustments for this period		\$ 0
		\$ -512,500
Total Amount for these Contracts		\$ 54,708
	Balance	\$ -567,208

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: Mr. de la Torre  
 SECONDED BY: Ms. Leon-Vazquez  
 STUDENT ADVISORY VOTE: N/A  
 AYES: All (7)  
 NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF PURCHASE ORDERS - 2008-2009

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from February 23, 2009, through March 10, 2009, for fiscal /09.

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF MARCH 19, 2009

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U-GENERAL FUND, UNRESTRICTED R-GENERAL FUND, RESTRICTED A-ADULT ED CD-CHILD DEVELOPMENT F-CAFETERIA  
SF-SPECIAL FINANCING (FLEX) BB,X-BONDS D-DEVELOPER FEES SR-SPECIAL RESERVE CAPITAL  
DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
*** CHANGED PURCHASE ORDERS ***					
916081	CORPORATE EXPRESS	/OVERAGE EMERGENCY SUPPLIES	SANTA MONICA HIGH SCHOOL	809.87	U
915829	GALE SUPPLY CO	INCORRECT TOTAL INCREASE	GRANT ELEMENTARY SCHOOL	95.47	R
915830	LAKESHORE CURRICULUM	PRICE INCREASE	CHILD DEVELOPMENT CENTER	62.70	CD
			** CHANGED PURCHASE ORDERS	968.04	
*** NEW PURCHASE ORDERS ***					
915736	A-Z BUS SALES	OPEN ORDER FOR PARTS & REPAIRS	TRANSPORTATION	4,000.00	R
916031	ABILITATIONS	STUDENT EQUIPMENT	SPECIAL EDUCATION REGULAR YEAR	145.44	R
915947	ABRAMSON, NEAL	SCHOOL BUS GAS	TRANSPORTATION	139.67	R
915958	ABRAMSON, NEAL	Reimbursement for fuel purch.	TRANSPORTATION	97.74	R
915732	ACHIEVEMENT PRODUCTS	READ 180 SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	66.24	R
916058	ACHIEVEMENT PRODUCTS	OT MATERIALS	HEALTH SERVICES	135.42	R
915937	ACTIVE DATA EXCHANGE INC	DISTRICT CALENDARING	THEATER OPERATIONS&FACILITY PR	20,518.00	R
915892	ADDISON-WESLEY-LONGMAN/PEARSON	ELL RESOURCE MATERIALS	STATE AND FEDERAL PROJECTS	1,773.75	R
915926	AMECI PIZZA & PASTA	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	346.19	R
915754	AMERICAN RED CROSS	RED CROSS CERTIFICATION CARDS	R O P	176.00	R
915856	AMERITECH BANNERS	BANNER	ADULT EDUCATION CENTER	162.38	A
915737	APPLE COMPUTER CORP	TECHNOLOGY SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	129.79	R
915758	APPLE COMPUTER CORP	DVI ADAPTERS	ROOSEVELT ELEMENTARY SCHOOL	224.41	U
916030	ARMSTRONG GARDEN CENTER	OPEN ORDER-GARDEN SUPPLIES	FACILITY MAINTENANCE	1,500.00	R
915815	AVON CAR RENTAL	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	1,200.00	U
915835	BALDERAMA, JACK	PRODUCE FOR FARMERS' MRKT SBP	FOOD SERVICES	2,000.00	F
915940	BARNES & NOBLE/SANTA MONICA	REFERENCE MATERIALS	SPECIAL EDUCATION REGULAR YEAR	200.00	R
915951	BARNES & NOBLE/SANTA MONICA	BOOKS FOR MATH TEACHERS	STATE AND FEDERAL PROJECTS	428.55	R
915975	BARNES & NOBLE/SANTA MONICA	OPEN ORDER/SPEC ED SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	100.00	R
915729	BLUE POINT ELECTRIC	OPEN ORDER-GROUND ROD TESTING	FACILITY MAINTENANCE	2,000.00	R
915962	BOEWE, JULIETTE	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	300.00	R
916055	BORDERS BOOKS & MUSIC	OPEN ORDER/BOOKS/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	300.00	R
915881	BOURGET BROS	RE-SOD PINE STREET PRESCHOOL	CHILD DEVELOPMENT CENTER	296.17	CD
915987	BOURGET BROS	MAINT & OPER INVOICES-SUPPLIES	FACILITY MAINTENANCE	2,750.00	R
916011	BROWN, DAN	REIMBURSE/SERV LEARNING/GIFT	JOHN ADAMS MIDDLE SCHOOL	225.00	R
916095	CALIFORNIA OFFICE SYSTEMS INC	Computer Table/Phone move	INFORMATION SERVICES	212.70	U
916016	CAMPUS FOODS INC	SOFT DRINKS, JUICES & SNACKS	FOOD SERVICES	15,000.00	F
916074	CASTLEROCK ENVIRONMENTAL INC	UNIVERSAL CLEANUP RM 102	FACILITY MAINTENANCE	3,825.00	R
915719	CDE, CASHIER'S OFFICE (ATA#888)	SPECIAL ED LAW BOOK	SPECIAL EDUCATION REGULAR YEAR	740.21	R
915833	CENTAUR FLOOR SYSTEMS	FLOORING	SANTA MONICA HIGH SCHOOL	17,461.59	R
915983	CENTER FOR APPLIED LINGUISTIC/	TEXTBOOKS	ADULT EDUCATION CENTER	39.29	A
916046	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	MALIBU HIGH SCHOOL	420.80	U
916051	CITY OF SANTA MONICA-ACCTG OFF	OPEN ORDER-CITY SM DUMP FEES	FACILITY MAINTENANCE	3,000.00	R
916085	CITY OF SANTA MONICA-STORMWATR	FIRE/LIFE SAFETY INSPECT FEE	FACILITY MAINTENANCE	64.34	U
915843	CLASSROOMDIRECT.COM	Classroom Supplies	GRANT ELEMENTARY SCHOOL	210.05	U
916044	COACH AMERICA LOS ANGELES	ATHLETIC TRANSPORTATION	MALIBU HIGH SCHOOL	803.25	R
915953	COLLINS, CAROLYN	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	106.47	R
916026	COLLINS, CAROLYN	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	300.00	R
915868	COMMERCIAL DOOR METAL SYSTEMS	ROLL-UP DOORS	SANTA MONICA HIGH SCHOOL	3,950.00	R
916003	COPYLAND INC	SHIRTS	SANTA MONICA HIGH SCHOOL	375.53	R
915748	CORPORATE EXPRESS	OPEN PO FOR COPY PAPER	FRANKLIN ELEMENTARY SCHOOL	2,000.00	R
915948	CORPORATE EXPRESS	COPIER PAPER	OLYMPIC CONTINUATION SCHOOL	167.25	U
915966	CORPORATE EXPRESS	OFFICE SUPPLIES	SPECIAL EDUCATION REGULAR YEAR	5,000.00	R

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DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
915977	CORPORATE EXPRESS	OPEN ORDER/INST SUP/HUM	JOHN ADAMS MIDDLE SCHOOL	200.00	R
915978	CORPORATE EXPRESS	OPEN ORDER/INST SUP/ELL/IMM	JOHN ADAMS MIDDLE SCHOOL	304.00	U
916082	CORPORATE EXPRESS	OFFICE SUPPLIES	SANTA MONICA HIGH SCHOOL	1,500.00	U
916103	CORPORATE EXPRESS	OPEN ORDER/INST SUP/IMM/ELD	JOHN ADAMS MIDDLE SCHOOL	268.00	U
916118	CORPORATE EXPRESS	OPEN ORDER OFFICE SUPPLIES	PURCHASING/WAREHOUSE	400.00	U
915520	CORPORATE EXPRESS/US OFFICE	Desk Organizer	ROOSEVELT ELEMENTARY SCHOOL	123.13	U
915857	CORPORATE EXPRESS/US OFFICE	OPEN PURCHASE ORDER SUPPLIES	SMASH SCHOOL	1,500.00	U
915906	CORPORATE EXPRESS/US OFFICE	COPY PAPER FOR OFFICE/STAFF	EDISON ELEMENTARY SCHOOL	773.99	R
915907	CORPORATE EXPRESS/US OFFICE	COPY PAPER FOR NORA.J MARAI	EDISON ELEMENTARY SCHOOL	17.30	R
915350	CRANE, LAKIN	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	150.00	R
916009	CUNEO,TIM	GENERAL SUPPLIES/MATERIALS	BOE/SUPERINTENDENT	237.75	U
915734	CYBERGUYS COMPUTER ACCESSORIES	READ 180 SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	428.05	R
915803	CYBERGUYS COMPUTER ACCESSORIES	ETHERNET/PORT	OLYMPIC CONTINUATION SCHOOL	445.39	R
915934	CYBERGUYS COMPUTER ACCESSORIES	HEADPHONES FOR LAPTOPS	WILL ROGERS ELEMENTARY SCHOOL	213.53	R
915999	DEPT OF GENERAL SERVICES	LEGAL FEES	EMPLOYEE RELATIONS	46.75	U
915904	DICK BLICK	ART MATERIALS	OLYMPIC CONTINUATION SCHOOL	103.03	U
915495	DISCOUNT SCHOOL SUPPLY	LOCKER STORAGE	CHILD DEVELOPMENT CENTER	1,605.10	CD
915680	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	210.42	CD
915778	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	CHILD DEVELOPMENT CENTER	100.81	CD
915780	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	CHILD DEVELOPMENT CENTER	201.42	CD
915781	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	151.69	CD
915782	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	155.99	CD
915785	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	146.64	CD
915866	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	174.59	CD
915991	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	CHILD DEVELOPMENT CENTER	270.05	CD
916038	DURHAM TRANSPORTATION	ATHLETIC TRANSPORTATION	MALIBU HIGH SCHOOL	4,866.04	R
915792	EAI EDUCATION	INST SUP/MATH	JOHN ADAMS MIDDLE SCHOOL	142.81	R
915821	EAI EDUCATION	INST SUP/MATH	JOHN ADAMS MIDDLE SCHOOL	116.90	R
915979	EAI EDUCATION	INSTRUCTIONAL SUP/MATH/ELL	JOHN ADAMS MIDDLE SCHOOL	325.48	R
915580	EAST BAY RESTAURANT SUPPLY INC	REACH IN FREEZER FOR LINCOLN	FOOD SERVICES	2,641.30	F
915845	EAST BAY RESTAURANT SUPPLY INC	QUICK DISCONNECT FOR OVEN	FOOD SERVICES	152.14	F
915707	EDUCATORS PUBLISHING SERVICE	TEACHING MATERIALS	SPECIAL EDUCATION REGULAR YEAR	360.78	R
915689	ENABLING DEVICES/TOYS FOR	STUDENT EQUIPMENT	SPECIAL EDUCATION REGULAR YEAR	379.52	R
915880	EWING IRRIGATION PRODUCTS	RE-SOD PINE STREET	CHILD DEVELOPMENT CENTER	480.63	CD
916093	EWING IRRIGATION PRODUCTS	OPEN ORDER GROUNDS SUPPLIES	GROUNDS MAINTENANCE	2,500.00	R
915768	FAGAN, BARBARA	REIMBURSE/MATH SUP/GIFT	JOHN ADAMS MIDDLE SCHOOL	255.42	R
915823	FEDERAL EXPRESS	OPEN ORDER/DOCUMENT DELIVERY	FISCAL SERVICES	400.00	U
916040	FLINN SCIENTIFIC INC	CURRICULAR SUPPLIES	SANTA MONICA HIGH SCHOOL	305.27	R
915585	FOLLETT LIBRARY BOOK CO	CORE LIT BOOKS	GRANT ELEMENTARY SCHOOL	672.84	R
916084	GALE CENGAGE LEARNING	LIBRARY DATABASE	SANTA MONICA HIGH SCHOOL	1,943.09	U
915366	GALE SUPPLY CO	CUSTODIAL SUPPLIES	EDISON ELEMENTARY SCHOOL	1,557.77	R
915642	GALE SUPPLY CO	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	1,784.01	R
915669	GALE SUPPLY CO	CUSTODIAL SUPPLIES	MALIBU HIGH SCHOOL	2,623.82	R
915694	GALE SUPPLY CO	CUSTODIAL SUPPLIES	GRANT ELEMENTARY SCHOOL	424.77	R
915727	GALE SUPPLY CO	CUSTODIAL SUPPLIES	GRANT ELEMENTARY SCHOOL	855.28	R
915735	GALE SUPPLY CO	CUSTODIAL SUPPLIES	WEBSTER ELEMENTARY SCHOOL	932.03	R
915832	GALE SUPPLY CO	CUSTODIAL SUPPLIES	CHILD DEVELOPMENT CENTER	179.05	CD
915872	GALE SUPPLY CO	CUSTODIAL SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	640.14	U
915878	GALE SUPPLY CO	GARBAGE CANS FOR PRESCHOOLS	CHILD DEVELOPMENT CENTER	2,029.15	CD
915903	GALE SUPPLY CO	CUSTODIAL SUPPLIES	LINCOLN MIDDLE SCHOOL	464.39	R
915919	GALE SUPPLY CO	OFFICE SUPPLIES	CHILD DEVELOPMENT CENTER	101.11	CD

cd10b

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
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DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
915921	GALE SUPPLY CO	CUSTODIAL SUPPLIES	SANTA MONICA HIGH SCHOOL	696.70	R
916008	GALE SUPPLY CO	custodial supplies	WEBSTER ELEMENTARY SCHOOL	534.76	R
916099	GALE SUPPLY CO	OPEN ORDER OPERATIONS SUPPLIES	GROUNDS MAINTENANCE	2,000.00	R
915887	GATES,JANIE YUGUCHI	REIMBURSEMENT	OLYMPIC CONTINUATION SCHOOL	167.17	U
915791	GBC - MAINTENANCE AGREEMENTS	MAINTENANCE AGRMT./LAMINATOR	GRANT ELEMENTARY SCHOOL	563.46	R
916086	GEORGE T HALL CO INC	HVAC SUPPLIES	FACILITY MAINTENANCE	1,490.52	R
916012	GONZALEZ,MARICELA	REIMBURSE/REFRESHMENTS/GIFT	JOHN ADAMS MIDDLE SCHOOL	54.46	R
916059	GOPHER SPORTS EQUIP	OT MATERIALS	HEALTH SERVICES	372.56	R
915879	GUIDED DISCOVERIES	5TH GRADE CATALINA TRIP	EDISON ELEMENTARY SCHOOL	11,576.00	R
915759	HOME DEPOT- L.A.	GARDEN SUPPLIES	FRANKLIN ELEMENTARY SCHOOL	236.79	R
915661	IMED	DIGITAL VISUAL PRESENTER	WILL ROGERS ELEMENTARY SCHOOL	570.91	R
915874	IMED	CLASSROOM MATERIALS	OLYMPIC CONTINUATION SCHOOL	1,270.04	R
915950	INSECT LORE PRODUCTS	OPEN ORDER/SCIENCE	CHILD DEVELOPMENT CENTER	50.00	CD
915672	INTELLI-TECH	COMPUTERS/LAUP	CHILD DEVELOPMENT CENTER	2,390.16	CD
916002	J H MCKINNEY CO	SEWER MACHINE-MAINT	FACILITY MAINTENANCE	3,321.71	R
915688	JIM BURKE PAINTING	ED SERVICES PAINTING	CURRICULUM AND IMC	6,900.00	R
916088	JJ PLUMBING COMPANY INC	SEWER REPAIR - GRANT	FACILITY MAINTENANCE	8,763.00	R
916089	JJ PLUMBING COMPANY INC	SEWER LINE REPAIR-WEBSTER	WEBSTER ELEMENTARY SCHOOL	8,349.00	DF
915766	JW PEPPER OF LOS ANGELES	SHEET MUSIC	CURRICULUM AND IMC	541.25	R
916034	JW PEPPER OF LOS ANGELES	CHORAL MUSIC SUPPLIES	MALIBU HIGH SCHOOL	600.00	R
915725	KA GEE PRINTING SERVICES	WORKABILITY MATERIALS	SPECIAL ED SPECIAL PROJECTS	239.59	R
915939	KELEHER,DARCI	CLASSROOM EQUIPMENT	SPECIAL EDUCATION REGULAR YEAR	86.59	R
915952	KELLER, ANNE	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	500.00	R
916024	L A COUNTY DEPT OF HEALTH SERV	BACKFLOW DEVICES FEES 08/09	FACILITY MAINTENANCE	1,055.00	R
915891	LACOE - BTTP/CIS	TEACHER MATERIALS	STATE AND FEDERAL PROJECTS	2,922.75	R
915757	LAGUNA CLAY COMPANY	CURRICULAR SUPPLIES	SANTA MONICA HIGH SCHOOL	477.00	R
915914	LAKESHORE (PICK UP ONLY)	OPEN ORDER/PARENT ACTIVITY	CHILD DEVELOPMENT CENTER	200.00	CD
915916	LAKESHORE (PICK UP ONLY)	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	200.00	CD
915917	LAKESHORE (PICK UP ONLY)	OPEN ORDER/INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	250.00	CD
915954	MANNING,MARLYNN	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	300.00	R
915911	MASSEY CONSTRUCTION	TENNIS BLEACHERS & BENCHES	SANTA MONICA HIGH SCHOOL	3,415.00	R
915712	MIRACLE PLAYGROUND SALES OF	OPEN ORDER-PLAYGROUD REPAIRS	FACILITY MAINTENANCE	2,000.00	R
915864	MORN, LORA	Medical Supplies	HEALTH SERVICES	169.00	U
915955	MURRAY,BRIAN	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	600.00	R
915808	NASCO WEST - MODESTO	ART SUPPLIES	WEBSTER ELEMENTARY SCHOOL	224.62	R
915984	NASCO WEST - MODESTO	INSTRUCTIONAL SUP/SCIENCE	JOHN ADAMS MIDDLE SCHOOL	192.86	R
916061	NASCO WEST - MODESTO	PHYSICAL EDUCATION MATERIALS	OLYMPIC CONTINUATION SCHOOL	180.54	R
915985	NATIONAL SCIENCE TEACHER ASSN.	INSTRUCTIONAL SUP/SCI/EQUITY	JOHN ADAMS MIDDLE SCHOOL	358.21	R
915913	OFFICE MAX	COPIER PAPER	SANTA MONICA HIGH SCHOOL	3,858.03	R
915945	OFFICE MAX	PAPER SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	2,000.00	R
915972	OMEGA INDUSTRIAL SUPPLY	CUSTODIAL SUPPLIES	LINCOLN MIDDLE SCHOOL	464.92	R
915733	ORIENTAL TRADING CO INC	READ 180 SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	29.52	R
916022	ORTCO INC.	OPEN ORDER-PLAYSURFACE RUBBER	FACILITY MAINTENANCE	1,500.00	R
916097	P O BAHN & SONS	OPEN ORDER GROUNDS SUPPLIES	GROUNDS MAINTENANCE	1,500.00	R
915931	PACIFIC PARK - SANTA MONICA	SPRING BREAK FIELD TRIP	CHILD DEVELOPMENT CENTER	1,704.00	CD
915932	PACIFIC PARK - SANTA MONICA	SPRING BREAK FIELD TRIP	CHILD DEVELOPMENT CENTER	1,704.00	CD
915933	PACIFIC PARK - SANTA MONICA	SPRING BREAK FIELD TRIP	CHILD DEVELOPMENT CENTER	2,256.00	CD
915900	PANISH, ADAM	REIMBURSEMENT -TESTING FEES	STATE AND FEDERAL PROJECTS	294.00	R
915930	PAVILLIONS STORE #2231	OPEN ORDER/SPRING BREAK ITEMS	CHILD DEVELOPMENT CENTER	50.00	CD
915713	POSITIVE PROMOTIONS	OPEN ORDER/AVID SUPPLIES/ASB	JOHN ADAMS MIDDLE SCHOOL	280.00	R
915890	PRENTICE HALL	TEACHER RESOURCE MATERIALS	STATE AND FEDERAL PROJECTS	287.99	R

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SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF MARCH 19, 2009

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U-GENERAL FUND,UNRESTRICTED R-GENERAL FUND,RESTRICTED A-ADULT ED CD-CHILD DEVELOPMENT F-CAFETERIA  
SF-SPECIAL FINANCING (FLEX) BB,X-BONDS D-DEVELOPER FEES SR-SPECIAL RESERVE CAPITAL  
DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
915863	PRINTER'S LINK	STAIRWAY TKTS/PERF PASSES	CURRICULUM AND IMC	194.42	R
915824	QSS	TRAINING	FISCAL SERVICES	742.65	U
915793	RAYVERN LIGHTING	FLOURESCENT LAMPS	GRANT ELEMENTARY SCHOOL	209.46	R
916017	READ NATURALLY	READING MATERIALS	JOHN MUIR ELEMENTARY SCHOOL	128.99	R
916025	REES ELECTRONICS OFFICE	TABLETOP COPIERS/ADMIN OFFICES	JOHN ADAMS MIDDLE SCHOOL	907.14	U
916064	REES ELECTRONICS OFFICE	COPIER REPAIR	SANTA MONICA HIGH SCHOOL	235.47	U
915970	RENAISSANCE LEARNING INC		SPECIAL EDUCATION REGULAR YEAR	286.17	R
915090	RICOH U.S.	MAINTENANCE AGREEMENT	GRANT ELEMENTARY SCHOOL	3,600.00	R
915988	RICOH U.S.	COPIER OVERAGES	SANTA MONICA HIGH SCHOOL	2,693.12	U
915993	RICOH U.S.	STAPLES FOR COPIERS	SANTA MONICA HIGH SCHOOL	459.90	U
915936	RISO INC (SUPPLIES ONLY)	INK/MASTERS FOR RISO MACHINE	WILL ROGERS ELEMENTARY SCHOOL	654.74	R
915709	ROSENBERG, JONATHAN	BRAILLE	SPECIAL EDUCATION REGULAR YEAR	3,500.00	R
916087	SANTA MONICA MIRROR	ADVERTISING	ADULT EDUCATION CENTER	205.68	A
915938	SANTA MONICA MUN BUS LINES	OPEN ORDER/BUS TOKENS	CHILD DEVELOPMENT CENTER	687.50	CD
915683	SCHOLASTIC MAGAZINES	MAGAZINES/ART CLASSES	JOHN ADAMS MIDDLE SCHOOL	129.98	R
915786	SCHOOL HEALTH CORPORATION	OPEN ORDER/HEALTH OFFICE SUP	JOHN ADAMS MIDDLE SCHOOL	200.00	U
915730	SCHOOL SPECIALTY INC	READ 180 SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	301.60	R
915946	SCHOOL SPECIALTY INC	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	2,000.00	R
915794	SCHOOLMASTERS SAFETY	SIGN AND LANYARDS	GRANT ELEMENTARY SCHOOL	110.81	U
916048	SCIENCE KIT & BOREAL LABS	ENVIROMENTAL SCIENCE CLASS	MALIBU HIGH SCHOOL	820.17	R
915653	SEHI COMPUTER PRODUCTS	TONER FOR COPY MACHINES	WILL ROGERS ELEMENTARY SCHOOL	1,093.25	R
915783	SEHI COMPUTER PRODUCTS	TONER/INK	JOHN ADAMS MIDDLE SCHOOL	1,371.48	R
915895	SEHI COMPUTER PRODUCTS	PRINTERS	INFORMATION SERVICES	7,178.69	U
915920	SEHI COMPUTER PRODUCTS	PRINTER CARTRIDGE	CHILD DEVELOPMENT CENTER	227.09	CD
915935	SEHI COMPUTER PRODUCTS	REPLACEMENT LAMPS	WILL ROGERS ELEMENTARY SCHOOL	963.32	R
916000	SEHI COMPUTER PRODUCTS	PRINTER INK	PERSONNEL SERVICES	234.27	U
916014	SEHI COMPUTER PRODUCTS	INK CARTRIDGES	OLYMPIC CONTINUATION SCHOOL	218.45	R
916035	SEHI COMPUTER PRODUCTS	TONER CARTRIDGE	MALIBU HIGH SCHOOL	143.15	R
915883	SIR SPEEDY PRINTING #0245	PRINTING SERVICES	STATE AND FEDERAL PROJECTS	500.00	R
915923	SIR SPEEDY PRINTING #0245	printing services	STATE AND FEDERAL PROJECTS	500.00	R
916021	SIR SPEEDY PRINTING #0245	GENERAL SUPPLIES/MATERIALS	BOE/SUPERINTENDENT	28.15	U
916028	SIR SPEEDY PRINTING #0245	BUSINESS CARDS	SPECIAL EDUCATION REGULAR YEAR	28.15	R
916037	SIR SPEEDY PRINTING #0245	DISTRICT RETURN ADDRESS ENVELO	PRINTING SERVICES	514.19	U
915753	SMART & FINAL	OPEN ORDER FOR SUPPLIES	R O P	100.00	R
915819	SMART & FINAL	INSERVICE SUPPLIES	CURRICULUM AND IMC	250.00	U
915924	SMART & FINAL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	400.00	R
915929	SMART & FINAL	OPEN ORDER/SPRING BREAK ITEMS	CHILD DEVELOPMENT CENTER	250.00	CD
915848	SOCIAL STUDIES SCHOOL SVCS	LIBRARY SUPPLIES	SANTA MONICA HIGH SCHOOL	500.00	R
916005	SOCIAL STUDIES SCHOOL SVCS	CURRICULAR SUPPLIES	SANTA MONICA HIGH SCHOOL	500.00	R
915695	SOJOURN TO THE PAST	FIELD TRIP	SANTA MONICA HIGH SCHOOL	7,000.00	R
915909	SOLARWINDS INC	SOLARWINDS MAINTENANCE	INFORMATION SERVICES	14,385.00	U
915726	SOUTHWEST SCHOOL SUPPLY	OPEN ORDER;INSTRUCTIONAL SUPPL	LINCOLN MIDDLE SCHOOL	3,000.00	R
915973	SOUTHWEST SCHOOL SUPPLY	OPEN ORDER/SPEC ED SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	64.00	U
916056	SOUTHWEST SCHOOL SUPPLY	BOARD PAPER ROLLS/ADMIN	JOHN ADAMS MIDDLE SCHOOL	610.13	U
915898	SPARKY DATA & TELECOM	PHONE REPAIR	INFORMATION SERVICES	3,000.00	U
916060	SPORTIME	APE MATERIALS	HEALTH SERVICES	99.81	R
916039	SRA/MCGRAW HILL	WRITING PROGRAM FOR RSP	HEALTH SERVICES	7,833.78	R
915715	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	SANTA MONICA HIGH SCHOOL	400.00	U
915882	STAPLES BUSINESS ADVANTAGE	INSERVICE SUPPLIES	STATE AND FEDERAL PROJECTS	300.00	R
915942	STAPLES DIRECT	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	1,000.00	R
916083	STAPLES DIRECT	OPEN PO FOR SUPPLIES	FRANKLIN ELEMENTARY SCHOOL	1,000.00	R

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF MARCH 19, 2009

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DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
915944	STAPLES/P-U/SANTA MONICA/WILSH	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	500.00	R
915797	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	50.00	CD
915800	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/OFFICE SUPPLIES	CHILD DEVELOPMENT CENTER	110.00	CD
915825	STAPLES/P-U/VENICE/LINCOLN BL	OPEN P.O.	OLYMPIC CONTINUATION SCHOOL	400.00	U
915876	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/OFFICE SUPPLIES	CHILD DEVELOPMENT CENTER	6,000.00	CD
915927	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	250.00	R
915976	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUPPLIES/ELL	JOHN ADAMS MIDDLE SCHOOL	100.00	R
915998	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/CLASSROOM SUPPLIES	CHILD DEVELOPMENT CENTER	50.00	CD
916076	STAPLES/P-U/VENICE/LINCOLN BL	INSTRUCTIONAL SUPPLIES	ADULT EDUCATION CENTER	162.38	A
915974	STAPLES/P-U/WLA/CUST#240174490	OPEN ORDER/SPEC ED SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	158.00	R
915968	SUPER DUPER PUBLICATIONS	STUDENT EQUIPMENT	SPECIAL EDUCATION REGULAR YEAR	235.32	R
915796	TARGET STORES	OPEN ORDER/INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	250.00	CD
915897	TARPLEY, SHIRLEY	REIMBURSEMENT- TESTING FEES	STATE AND FEDERAL PROJECTS	294.00	R
915849	TEACHER DIRECT	Classroom Supplies	GRANT ELEMENTARY SCHOOL	88.08	U
915716	TELEPARENT EDUCATIONAL SYSTEMS	COMMUNICATIONS	SANTA MONICA HIGH SCHOOL	12,103.75	R
916052	TEXTBOOK WAREHOUSE INC.	ALGEBRA BOOKS	MALIBU HIGH SCHOOL	1,135.44	R
915739	TOM JOHN TOWING	BUS TOWING CHARGES - #8	TRANSPORTATION	425.00	R
915567	TOSHIBA	INK CARTRIDGES	CHILD DEVELOPMENT CENTER	261.42	CD
915799	TOYS-R-US	OPEN ORDER/INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	200.00	CD
915990	TRI-BEST VISUAL DISPLAY	OPEN ORDER-CARP/WHITE BOARD	FACILITY MAINTENANCE	1,800.00	R
915738	TUMBLEWEED EDUCATIONAL	SPECIAL ED ROUTE #24	TRANSPORTATION	3,358.25	R
915853	U S GAMES - WEST	P.E. SUPPLIES	CABRILLO ELEMENTARY SCHOOL	1,432.24	R
915834	UNIVERSAL ASPHALT CO. INC.	ASHPALT REPAIR-JAMS	FACILITY MAINTENANCE	2,250.00	R
915861	UNIVERSAL ASPHALT CO. INC.	ASPHALT REPAIR-FRANKLIN	FACILITY MAINTENANCE	1,825.00	R
915949	UNIVERSAL ASPHALT CO. INC.	INSTALL ASPHALT-MUIR	FACILITY MAINTENANCE	6,390.00	R
915899	UNIVERSAL PRINTWORKS INC.	REPORT CARDS	INFORMATION SERVICES	4,536.27	U
915960	VEGAS, KRIS	MILEAGE REIMBURSEMENT	SPECIAL EDUCATION REGULAR YEAR	600.00	R
916036	VILLAGE GRAPHICS	2009-2010 HS COURSE CATALOG	MALIBU HIGH SCHOOL	1,835.92	R
915714	VIRCO MFG CORP	KIDNEY SHAPED TABLE	FRANKLIN ELEMENTARY SCHOOL	186.24	R
915795	VONS MARKET-SANTA MONICA	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	50.00	CD
915798	VONS MARKET-SANTA MONICA	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	100.00	CD
915801	VONS MARKET-SANTA MONICA	OPEN ORDER/SCIENCE & COOKING	CHILD DEVELOPMENT CENTER	50.00	CD
915918	VONS MARKET-SANTA MONICA	OPEN ORDER/COOKING SUPPLIES	CHILD DEVELOPMENT CENTER	50.00	CD
915996	VONS MARKET-SANTA MONICA	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	100.00	CD
915812	VONS STORE #2262	OPEN ORDER/INSTRUCTIONAL ITEMS	CHILD DEVELOPMENT CENTER	100.00	CD
915925	VONS STORE #2262	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	600.00	R
915989	W. W. GRAINGER	OPEN ORDER-ELEC./HVAC SUPPLIES	FACILITY MAINTENANCE	2,000.00	R
916053	W. W. GRAINGER	OPEN ORDER-ELECTRIC SUPPLIES	FACILITY MAINTENANCE	2,500.00	R
915610	WENGER CORPORATION	MUSIC CART	MCKINLEY ELEMENTARY SCHOOL	473.42	R
916029	WEST GROUP/THOMSON WEST	REFERENCE MATERIALS	SPECIAL EDUCATION REGULAR YEAR	58.46	R
915846	WEST LA MUSIC INCORP	SOUND EQUIPMENT	SANTA MONICA HIGH SCHOOL	604.16	R
916013	WEST LA MUSIC INCORP	FILM/VIDEO EQUIPMENT	R O P	1,239.46	R
915818	WILSON & VALLELY TOWING	TOWING CHARGES SPECIAL ED	TRANSPORTATION	221.00	R
** NEW PURCHASE ORDERS				336,395.22	

\*\* FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES \*\*

915809	AMERICAN REPROGRAPHICS CO	PRINTING FOR JAMS BOYS & GIRLS	JOHN ADAMS MIDDLE SCHOOL	132.32	X
915810	AMERICAN REPROGRAPHICS CO	BLUEPRINT SCANNING & INDEXING	BUSINESS SERVICES	10,000.00	BB
915963	MALIBU TIMES	MALIBU HIGH LEGAL NOTICE	MALIBU HIGH SCHOOL	336.00	BB

\*\* FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES 10,468.32

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / PAT HO

RE: ACCEPTANCE OF GIFTS - 2008/2009

RECOMMENDATION NO. A.07

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$18,839.71 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 2008-2009 income and appropriations by \$18,839.71 as described on the attached listing.

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

NOTE: The list of gifts is available on the District's website, [www.smmusd.org](http://www.smmusd.org).

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

BOE Date: 03/19/09

Current Gifts and Donations 2008/2009

School/Site Account Number	Gift Amount	Equity Fund 15% Contrib.	In-kind Value	Donor	Purpose
<b>JAMS</b> 01-90120-0-00000-00000-8699-011-0000	\$ 7,210.00 \$ 22.61	\$ - \$ 3.99		Santa Monica Science Magnet  Planet Aid Inc.	Field Trip General Supplies and Materials
<b>Adult Education</b> 11-90120-0-00000-00000-8699-090-0000	\$ 4.65	\$ -		Cartridges for Kids	General Supplies and Materials
<b>Alternative (SMASH)</b> 01-90120-0-00000-00000-8699-009-0000					
<b>Cabrillo</b> 01-90120-0-00000-00000-8699-017-0000					
<b>CDS</b> 12-90120-0-00000-00000-8699-070-0000					
<b>Edison</b> 01-90120-0-00000-00000-8699-001-0000	\$ 39.27	\$ 6.93		Planet Aid Inc.	General Supplies and Materials
<b>Franklin</b> 01-90120-0-00000-00000-8699-002-0000	\$ 108.34	\$ 19.12		Washington Mutual Schools Program	General Supplies and Materials
<b>Grant</b> 01-90120-0-00000-00000-8699-003-0000					
<b>Lincoln</b> 01-90120-0-00000-00000-8699-012-0000					
<b>Malibu High School</b> 01-90120-0-00000-00000-8699-010-0000	\$ 660.00 \$ 87.10	\$ - \$ 15.37		Various Students  Various Donors	General Supplies and Materials General Supplies and Materials
<b>McKinley</b> 01-90120-0-00000-00000-8699-004-0000					
<b>Muir</b> 01-90120-0-00000-00000-8699-005-0000	\$ 1,473.00 \$ 943.37	\$ - \$ 166.48		Various  Wells Fargo Matching Gift	Field Trip Computer Equipment
<b>Olympic HS</b> 01-90120-0-00000-00000-8699-014-0000					

BOE Date: 03/19/09

## Current Gifts and Donations 2008/2009

School/Site Account Number	Gift Amount	Equity Fund 15% Contrib.	In-kind Value	Donor	Purpose
<b>Rogers</b> 01-90120-0-00000-00000-8699-006-0000	\$ 1,275.00	\$ 225.00		Western Growers Foundation	General Supplies and Materials
<b>Roosevelt</b> 01-90120-0-00000-00000-8699-007-0000	\$ 234.00 \$ 92.33 \$ 92.33	\$ - \$ - \$ -		Roosevelt PTA Rebecca Cullen Lisa M. Tursi	Field Trip Field Trip Field Trip
<b>Samohi</b>  01-90120-0-00000-00000-8699-015-0000	\$ 333.00  \$ 204.00  \$ 172.00  \$ 64.00	\$ -  \$ -  \$ -  \$ -		Various  Various  Various  Various	General Supplies and Materials  General Supplies and Materials  General Supplies and Materials  General Supplies and Materials
<b>Barnum Hall</b> 01-91150-0-00000-00000-8699-015-0000					
<b>Pt. Dume Marine Science</b> 01-90120-0-00000-00000-8699-019-0000					
<b>Webster</b> 01-90120-0-00000-00000-8699-008-0000					
<b>Others:</b>					
<b><u>Superintendent's Office</u></b> 01-90120-0-00000-00000-8699-020-0000					
<b><u>Educational Services</u></b>  01-90120-0-00000-00000-8699-030-0000	\$ 5,000.00  \$ 387.82	\$ -  \$ -		Assistance League of SM Education Development Center, Inc.	General Supplies and Materials  General Supplies and Materials
<b><u>Student &amp; Family Services</u></b> 01-90120-0-00000-00000-8699-040-0000					
<b><u>Special Education</u></b> 01-90120-0-00000-00000-8699-044-0000					
<b><u>Information Services</u></b> 01-90120-0-00000-0000-8699-054-0000					
<b><u>Food and Nutrition Services</u></b> 01-90120-0-00000-0000-8699-057-0000					
<b><u>District</u></b> 01-90120-0-00000-00000-8699-090-0000					
<b>TOTAL</b>	<b>\$18,402.82</b>	<b>\$ 436.89</b>	<b>\$ -</b>		

BOE Date: 03/19/09

## Current Gifts and Donations 2008/2009

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
<b>JAMS</b> 01-90120-0-00000-00000-8699-011-0000	\$ 262,926.46	\$ 7,232.61	\$ 3.99	\$ 270,163.06	\$ 4,950.00 \$ 100.00		\$ 4,950.00 \$ 100.00
<b>Adult Education</b> 11-90120-0-00000-00000-8699-090-0000	\$ 3,423.22	\$ 4.65	\$ -	\$ 3,427.87			
<b>Alternative (SMASH)</b> 01-90120-0-00000-00000-8699-009-0000							
<b>Cabrillo</b> 01-90120-0-00000-00000-8699-017-0000	\$ 81,699.90			\$ 81,699.90	\$ 13,329.26		\$ 13,329.26
<b>CDS</b> 12-90120-0-00000-00000-8699-070-0000	\$ 1,384.67			\$ 1,384.67	\$ 5,113.00		\$ 5,113.00
<b>Edison</b> 01-90120-0-00000-00000-8699-001-0000	\$ 64,539.01	\$ 39.27	\$ 6.93	\$ 64,585.21	\$ 200.00		\$ 200.00
<b>Franklin</b> 01-90120-0-00000-00000-8699-002-0000	\$ 1,268.17	\$ 108.34	\$ 19.12	\$ 1,395.63			
<b>Grant</b> 01-90120-0-00000-00000-8699-003-0000	\$ 3,829.46			\$ 3,829.46	\$ 65.88		\$ 65.88
<b>Lincoln</b> 01-90120-0-00000-00000-8699-012-0000	\$ 43,290.18			\$ 43,290.18			
<b>Malibu High School</b> 01-90120-0-00000-00000-8699-010-0000 <i>Malibu Shark Fund - Resource #90141</i>	\$ 138,107.37	\$ 747.10	\$ 15.37	\$ 138,869.84			
<b>McKinley</b> 01-90120-0-00000-00000-8699-004-0000	\$ 87,758.30			\$ 87,758.30			
<b>Muir</b> 01-90120-0-00000-00000-8699-005-0000	\$ 65,977.40	\$ 2,416.37	\$ 166.48	\$ 68,560.25			
<b>Olympic HS</b> 01-90120-0-00000-00000-8699-014-0000	\$ 18,666.16			\$ 18,666.16			
<b>Rogers</b> 01-90120-0-00000-00000-8699-006-0000	\$ 84,700.85	\$ 1,275.00	\$ 225.00	\$ 86,200.85	\$ 150.00		\$ 150.00
<b>Roosevelt</b> 01-90120-0-00000-00000-8699-007-0000	\$ 140,282.25	\$ 418.66	\$ -	\$ 140,700.91	\$ 100.00		\$ 100.00
<b>Samohi</b> 01-90120-0-00000-00000-8699-015-0000	\$ 158,308.72	\$ 773.00	\$ -	\$ 159,081.72	\$ 5,475.00 \$ 100.00		\$ 5,475.00 \$ 100.00
<b>Pt. Dume Marine Science</b> 01-90120-0-00000-00000-8699-019-0000	\$ 156,306.20			\$ 156,306.20			
<b>Webster</b> 01-90120-0-00000-00000-8699-008-0000	\$ 12,670.00			\$ 12,670.00			

BOE Date: 03/19/09

## Current Gifts and Donations 2008/2009

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
<b>ALL OTHER LOCATIONS:</b>							
<b>Superintendent's Office</b> 01-90120-0-00000-00000-8699-020-0000	\$ 50,000.00			\$ 50,000.00			
<b>Educational Services</b> 01-90120-0-00000-00000-8699-030-0000	\$ 255,008.61	\$ 5,387.82		\$ 260,396.43	\$ 24,170.00		\$ 24,170.00
<b>Student and Family Support Services</b> 01-90120-0-00000-00000-8699-041-0000	\$ 325.00			\$ 325.00			
<b>Special Education</b> 01-90120-0-00000-00000-8699-044-0000	\$ 1,000.00			\$ 1,000.00			
<b>Information Services</b> 01-90120-0-00000-00000-8699-054-0000	\$ 2,000.00			\$ 2,000.00			
<b>District</b> 01-90120-00000-0-00000-8699-090-0000							
<b>Food &amp; Nutrition Services</b> 01-90120-0-00000-00000-8699-070-0000	\$ 9,207.84			\$ 9,207.84			
<b>TOTAL GIFTS</b>	<b>\$ 1,642,679.77</b>	<b>\$ 18,402.82</b>	<b>\$ 436.89</b>	<b>\$ 1,661,519.48</b>	<b>\$ 53,753.14</b>	<b>\$ -</b>	<b>\$ 53,753.14</b>
			Total Equity Fund 15% Contribs.				
<b>Total Cash Gifts for District:</b>		<b>\$ 18,402.82</b>	<b>\$ 436.89</b>		<b>Total In-Kind Gifts:</b>	<b>\$ -</b>	

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ

RE: REPLACE MEMBER ON THE FINANCIAL OVERSIGHT COMMITTEE

RECOMMENDATION NO. A.08

It is recommended that the Board of Education accept the Financial Oversight Committee's recommendation to replace one member on the FOC, as detailed below.

COMMENT: Following the required postings and application processes, the board approved Item A.34: *Appointments to the Financial Oversight Committee* at the January 15, 2009, board meeting. The FOC recommended and the Board appointed Ms. Joan Chu Reese and Ms. Patricia Mulvey, leaving one vacancy. At the February 19, 2009, board meeting, the board approved Item A.24: *Appointment to the Financial Oversight Committee*, appointing Mr. Nimish Patel.

Subsequently, staff has received communication from Ms. Mulvey, who is resigning from the Financial Oversight Committee due to an anticipated family relocation.

When the subcommittee of the FOC interviewed applicants in mid-February, they noted an additional individual who is qualified to fill any future vacancy on the Financial Oversight Committee, Mr. Manel Sweetmore. Mr. Sweetmore is a Chief Financial Officer, with full knowledge of accounting and information systems, and is a resident of Malibu (Ms. Mulvey was also a resident of Malibu). At the March 10, 2009, FOC meeting, it was unanimously voted to recommend to the board to replace Ms. Mulvey with Mr. Sweetmore on the FOC. The term ending date would remain the same, as follows:

NAME	TERM EXPIRES
Manel Sweetmore	December 31, 2010

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)



TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / PAT HO

RE: APPROVAL OF OVERCHARGE RECOVERY GROUP TO REVIEW TELECOM  
AND DATACOM BILLINGS

RECOMMENDATION NO. A.09

It is recommended that the Board of Education approve the agreement with Overcharge Recovery Group to review telecom and datacom billings.

COMMENTS: Overcharge Recovery Group (ORG) is a Telemanagement company that specializes in the analysis of telecom and datacom bills for overcharges. They act as an agent and assume the task of obtaining refunds due to an organization. ORG's fee structure is based only on verified results.

ORG is interested in analyzing the District's telecom and datacom bills for overcharges. They have agreed to a fee structure of 45% of all refunds, rebates and/or credits occurring as a result of their efforts.

Staff believes this could be beneficial to the District as they will review current billing as well as cancelled or inactive accounts, site closures and change of carrier or service migration. They recently helped Torrance USD recover over \$100,000 from past telecom and datacom bills.

The attached adoption agreement authorizes the Superintendent or designee to sign the Overcharge Recovery Group to review telecom and datacom billings in an effort to recover possible charges.

\*\*\*\*\*

*Ms. Pye commended staff for this cost-saving effort.*

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

# Overcharge Recovery Group

Agreement For Services

Commencing this 19th day of March, 2009, Overcharge Recovery Group (**ORG**), a California sole proprietorship, and Santa Monica-Malibu Unified School District (**CLIENT**) intending to be legally bound, agree as follows:

1. **CLIENT** hereby engages **ORG** to proceed with diligence to implement all refunds, rebates, credits, and savings, due from all telecommunications vendors, including cellular, Internet, local and long distance carriers.
2. The purview of this agreement extends to all business units of **CLIENT** and those which are under the same vendor contracts as **CLIENT**.
3. **CLIENT** hereby agrees to permit **ORG** to act as an authorized representative, to order copies of all past and future vendor billings, to request documentation deemed appropriate by **ORG**, to access online bills and records, and to prepare and file all documentation required for refunds and billing correction. **ORG** will be provided with a Letter of Authorization by **CLIENT** as deemed appropriate by **ORG**.
4. **CLIENT** and **ORG** agree to keep all information completely confidential including the contents of **ORG's** recommendations, supplied information, involvement, and any other action(s). **CLIENT** has the option to exclude specific opportunities for cost savings, and agrees to identify in advance and in writing any refund or cost savings projects in process.
5. **CLIENT** shall compensate **ORG** for its services rendered as follows:
  - 5.1. Forty five percent (45%) of all refunds, rebates, and/or credits occurring as a result of **ORG's** efforts, recommendation(s), supplied information, involvement, and/or actions.
  - 5.2. Forty five percent (45%) of all cost savings resulting from a reduction or elimination of overcharges or billing errors capped off at thirty-six (36) months following the first date such savings begin. In the event that such savings cease or are decreased within the 36 month time period, ORG's compensation will cease or decrease accordingly. Each cost savings activity will be viewed as a separate event for the purposes of compensation. Cost savings are verified on a quarterly basis and documented in **ORG's** invoice.
  - 5.3. In the event **CLIENT** receives future cost saving in billings by rate change notification, contract negotiation, or any combination thereof, **CLIENT** agrees to pay **ORG** as defined in paragraph 5.2.
6. **ORG** agrees not to share in any refunds or credits voluntarily applied to **CLIENT's** billings by your vendors which were **NOT** the result of **ORG's** recommendation(s), supplied information, involvement, and/or actions.
7. **ORG** shall not invoice **CLIENT** until the entitled refunds have been verified. Payment will be made by **CLIENT** to **ORG** within thirty (30) days after receipt of each **ORG** invoice. A penalty of one and one half (1-1/2 %) per month will be charged against all amounts not paid within thirty (30) days of the invoice date.
8. This agreement may be terminated by either party providing written notice to the other party is given, via email or Certified Mail, ninety (90) business days in advance. The date of receipt will be considered as the first day of termination notice.
9. In the event of such termination, **ORG** shall be entitled to receive full compensation resulting from its efforts, recommendation(s), supplied information, involvement, and/or actions in accordance with paragraph 5.1 and 5.2 of this Agreement. **ORG** shall be entitled to complete all claims filed and in process prior to the termination date or the ninetieth 90th business day after receipt of termination written notice.
10. In the event of any disputes or differences, the prevailing party has the right to recover reasonable Legal, Attorney Fees and/or Court costs.

## Approved by:

**Overcharge Recovery Group**

**Client:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AMENDMENT TO CONTRACT WITH J. DREYFUSS AND ASSOCIATES  
(DBA DREYFUSS CONSTRUCTION) - BID #9.01 - BOYS AND  
GIRLS BLUS FACILITY - JOHN ADAMS MIDDLE SCHOOL - CHANGE  
ORDER #2, 3, AND 4

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve Change Orders #2, 3, and 4 to Bid #9.01 to Dreyfuss Construction, in an amount of \$48,155.07 for a total contract price not to exceed \$2,396,897.07.

Funding Information

Budgeted: Yes

Fund: 21

Source: State School Building Fund

Account Number: 21-90100-0-00000-85000-6200-011-1500

Description: Consultant Services

COMMENTS: Change Orders #2, 3, and 4 represent the work listed below:

ORIGINAL CONTRACT AMOUNT	\$2,318,742.00
CHANGE ORDER #1	\$30,000.00
CHANGE ORDER #2	\$11,483.09
CHANGE ORDER #3	\$33,221.76
CHANGE ORDER #4	\$3,450.22
TOTAL CONTRACT AMOUNT	\$2,396,897.07

These change orders constitute the following additions to the scope of work:

1. Change Order #2: Removal and termination of unforeseen existing conduits and concrete encasements \$11,483.09
2. Change Order #3: Keep existing parking lot lights operational after determining that they would not be removed \$33,221.76
3. Change Order #4: Provide field with temporary water pending design for the new parking lot \$3,450.22

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF BID #9.13 - WEBSTER FIRE DAMAGE RECONSTRUCTION  
- GRAPH COMPANY

RECOMMENDATION NO. A.11

It is recommended that the Board of Education award Bid #9.13, Webster Fire Damage Reconstruction, to Graph Company in an amount not to exceed \$74,500.

Funding Information

Budgeted: Yes

Fund: 01

Source: General Fund

Account Number: 21-00000-0-00000-85000-6200-008-2600

(This expense will be paid by the insurance)

COMMENTS: This project will address the damage to Webster Elementary School's Room 7 and the computer lab related to the Malibu Fire. Work will consist of structural and non-structural repair of the roof, walls, ceilings, windows, low voltage, HVAC, electrical, flooring, metal trusses, and cabinets.

Bids were sent to twenty-two (22) contractors, fourteen (14) contractors attended the mandatory job walk on January 20, 2009, and five (5) bidders submitted bids as follows:

Jenn Matt, Inc.	\$84,065
Korade & Associates	\$109,866
<b>Graph Company</b>	<b>\$74,500</b>
Construction Systems, Inc.	\$154,430
Werner Tile and Construction	\$107,900

It is anticipated that construction will take 50-60 days, starting during spring break, if plans have been approved by the DSA.

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: CONTRACT AMENDMENT #6 FOR CEQA ENVIRONMENTAL DOCUMENTS  
FOR CABRILLO ES, GRANT ES, MCKINLEY ES, ROGERS ES, AND  
WEBSTER ES - PBS&J - MEASURE BB

RECOMMENDATION NO. A.12

It is recommended that the Board of Education approve Contract Amendment #6 for PBS&J to prepare additional CEQA environmental document services for Cabrillo, Grant, McKinley, Rogers, and Webster, for Measure "BB", in the amount of \$102,005, for a total contract amount of \$671,717.

Funding Information

Budgeted: Yes

Fund: 21

Source: State School Building Fund

Account Number: 21-00000-0-00000-85000-5802-017-2600(Cabrillo)\$1,101  
21-00000-0-00000-85000-5802-003-2600(Grant) \$4,916  
21-00000-0-00000-85000-5802-004-2600(McKinley)\$4,966  
21-00000-0-00000-85000-5802-006-2600(Rogers) \$1,051  
21-00000-0-00000-85000-5802-008-2600(Webster)\$89,971

Description: Independent Contractor / Consultant

COMMENTS: Original Contract for CEQA environmental services for Malibu High School was approved on July 24, 2008. Contract Amendment #1 for Community Outreach for MHS was approved October 2, 2008. CEQA environmental services for Lincoln, Adams, Webster, Pt. Dume, Olympic, and Washington East and West, Contract Amendment #2, was approved November 6, 2008. Contract Amendment #3, approved on November 20, 2008, was for an Archeological Study to update a previous report from the original Coastal Development Permit (CDP) for the Malibu High School site. Contract Amendment #4 provided an analysis of the lighting view-shed surrounding the athletic field at Malibu High School, to determine potential impacts of further development of the lighting project. Contract Amendment #5 was for additional CEQA support activities for public outreach meetings at Malibu HS. This Contract Amendment #6 is for CEQA Categorical Exemptions for Cabrillo, Grant, McKinley, Rogers, and a Mitigated Negative Declaration (MND) anticipated at Webster.

*(Continued on next page)*

ORIGINAL CONTRACT AMOUNT	\$152,745
CONTRACT AMENDMENT #1 (Public Outreach)	\$ 70,150
CONTRACT AMENDMENT #2 (CEQA, 6 Schools)	\$281,809
CONTRACT AMENDMENT #3 (Archeo Survey)	\$ 9,146
CONTRACT AMENDMENT #4 (Lighting Study)	\$ 10,913
CONTRACT AMENDMENT #5 (CEQA Add Service)	\$ 44,949
CONTRACT AMENDMENT #6 (CEQA, 5 Schools)	\$102,005
TOTAL CONTRACT AMOUNT	\$671,717

This scope of work was anticipated in the cost projections for the Measure BB budgets.

MOTION MADE BY: Mr. de la Torre  
 SECONDED BY: Ms. Leon-Vazquez  
 STUDENT ADVISORY VOTE: N/A  
 AYES: All (7)  
 NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: CONTRACT AMENDMENT #10 FOR INCREASED SCOPE -  
DEVELOPMENT OF DISTRICT LANDSCAPE AND PLANTING  
STANDARDS - WWCOT - MEASURE BB

RECOMMENDATION NO. A.13

It is recommended that the Board of Education approve Contract Amendment #10 with WWCOT Architects to provide additional landscape design services for the development of District Landscape and Planting Standards for Measure BB projects in an amount not to exceed \$5,200 for a total contract amount of \$3,754,405.

Funding Information

Budgeted: Yes

Fund: 21

Source: Building Fund

Account Number: 21-00000-0-00000-85000-5802-050-2600

Description: Consultant Services

COMMENTS: At their January 15, 2009, meeting, the Board of Education approved a contract amendment with WWCOT for ah'bé Landscape Architects (WWCOT's consultant) to develop District Landscape and Planting standards for use on Measure BB projects. As a result of data collection meetings and workshops with district staff and the Measure BB project teams, several additional items were identified that required development and documentation of District Standards.

WWCOT/ah'bé Landscape Architects submitted a proposal to provide the following additional scope of work:

Develop District Landscape and Planting Standards:

- Review and comment on District irrigation standards.
- Develop District hardscape details, including paving materials.
- Assist the District with development of a process for coordinating with stakeholder groups for site specific landscape projects.

*(Continued on next page)*

This Contract Amendment #9 is for \$5,200, including an allowance for reimbursable expenses. The revised contract total will be \$3,754,405.

ORIGINAL CONTRACT AMOUNT (Prog./Schematic Design)	\$936,032
CONTRACT AMENDMENT #1 (McKinley SDC, Roosevelt Preschool)	\$131,663
CONTRACT AMENDMENT #2 (Data Center)	\$100,000
CONTRACT AMENDMENT #3 (DD/CD/CA)	\$2,195,078
CONTRACT AMENDMENT #4 (Roosevelt Revised Design)	\$70,435
CONTRACT AMENDMENT #5 (Data Center structural revisions)	\$6,925
CONTRACT AMENDMENT #6 (McKinley Safety Proj.)	\$168,697
CONTRACT AMENDMENT #7 (Lincoln MS Revised Design)	\$92,592
CONTRACT AMENDMENT #8 (Lincoln Fire Protection)	\$17,538
CONTRACT AMENDMENT #9 (Landscape and Planting Standards)	\$30,245
CONTRACT AMENDMENT #10 (Add'l Landscape Standards)	\$5,200
TOTAL CONTRACT AMOUNT	\$3,754,405

This scope of work was anticipated in the cost projections for the Measure "BB" budget.

MOTION MADE BY: Mr. de la Torre  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: All (7)  
NOES: None (0)



TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: APPROVAL OF CONTRACT WITH INTEGRATED PERFORMANCE  
CONSULTANTS, INC. (IPC) FOR MALIBU MIDDLE/HIGH SCHOOL -  
MEASURE BB

RECOMMENDATION NO. A.14

It is recommended that the Board of Education approve IPC, Inc., for septic system construction, operations, and maintenance and consulting services at Malibu Middle/High School for the Measure BB program, in the amount of \$10,000.

Funding Information

Budgeted: Yes

Fund: 21

Source: State School Building Fund

Account Number: 21-00000-0-00000-85000-5802-010-2600

Description: Independent Contractor / Consultant

COMMENTS: In preparation the of the design, permitting, construction, and maintenance & operations of the Onsite Water Treatment Systems (OWTS) for the septic systems at the Malibu Middle/High School and Cabrillo Elementary School sites, the District will require a consultant with a background in those systems to consult with the project team. Approval of this agreement with IPC will allow the District to receive their expertise and knowledge for those services.

This scope of work was anticipated in the cost projections for the Measure BB budget.

\*\*\*\*\*

*Mr. Mechur requested information regarding the scope of work for the entire wastewater management project at Malibu High School. Staff replied that this information should be ready by the May 7, 2009, board meeting (as an Information Item).*

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / MICHAEL D. MATTHEWS

RE: CERTIFICATED PERSONNEL - Elections, Separations

RECOMMENDATION NO. A.15

Unless otherwise noted, the following items are included in the 2008/2009 approved budget.

**ADDITIONAL ASSIGNMENTS**

CABRILLO ELEMENTARY SCHOOL

Farlow, Diane	72 hrs @\$40.46	4/20/09-6/1/09	Est Hrly/\$2,913
Pickens, Erin	18 hrs @\$40.46	3/1/09-6/19/09	Est Hrly/\$ 728
Posey, Steve	18 hrs @\$40.46	3/1/09-6/19/09	Est Hrly/\$ 728
TOTAL ESTABLISHED HOURLY			\$4,369

Comment: Reading Specialist  
01-Unrestricted Resources

EDISON ELEMENTARY SCHOOL

Morales, Carlos	7.5 hrs @\$40.46	11/3/08-1/12/09	Est Hrly/\$303
Murcia, Constanza	7.5 hrs @\$40.46	11/3/08-1/12/09	Est Hrly/\$303
TOTAL ESTABLISHED HOURLY			\$606

Comment: Science Outreach Teacher  
01-IASA: Title I Basic-Lw Inc/Neg

Ipina, Elizabeth	48 hrs @\$40.46	2/1/09-6/19/09	Est Hrly/\$1,942
Orozco, Joanna	48 hrs @\$40.46	2/1/09-6/19/09	Est Hrly/\$1,942
TOTAL ESTABLISHED HOURLY			\$3,884

Comment: Intervention Program  
01-Unrestricted Resource

Kohut, Jennifer	\$40.46, as needed	2/1/09-6/19/09	Est Hrly/\$----
Jacob-Marai, Nora	\$40.46, as needed	2/1/09-6/19/09	Est Hrly/\$----
TOTAL ESTABLISHED HOURLY			\$----

Comment: Substitute - Intervention Program  
01-Unrestricted Resource

EDUCATIONAL SERVICES

Blitz, Sarah	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Flowers, Lynne	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Hale, Shannon	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Hoos, JuliaCheri	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Ipina, Elizabeth	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Janka, Helen	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Jones, Julie	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Kilpatrick, Genevieve	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Kusion, Alex	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Lee, Chon	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Lopez, Felicia	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Lynch, Jennifer	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
O'Meara, Peggy	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Saling, David	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Scotland, Alva	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Stivers, Susan	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Wintner, Lisa	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
Yarber, Mary	8 hrs @\$40.46	2/24/09-3/31/09	Est Hrly/\$324
TOTAL ESTABLISHED HOURLY			\$5,832

Comment: Language Arts Adoption Process  
01-IASA: Title II Teacher Quality

GRANT ELEMENTARY SCHOOL

Bonavida, Michelle	20 hrs @\$40.46	1/26/09-4/3/09	Est Hrly/\$809
Martinez, Lorena	20 hrs @\$40.46	1/26/09-4/3/09	Est Hrly/\$809
Petrilyak, David	10 hrs @\$40.46	2/23/09-3/27/09	Est Hrly/\$405
TOTAL ESTABLISHED HOURLY			\$2,023

Comment: Intensive Intervention Program  
01-School and Library Imprvmnt BG

Croft, Susan	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Donovan, Michael	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Gormley, Brynn	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Hopkins, Miriam	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Lee, Theresa	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Neumann, Stephanie	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
O'Meara, Peggy	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Petrilyak, David	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Pollack, Lori	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Ripley, Virginia	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Smith, Shelly	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Spanos, Christina	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Thomas, Chris	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
Ware, Andrea	2 hrs @\$40.46	2/20/09	Est Hrly/\$81
TOTAL ESTABLISHED HOURLY			\$1,134

Comment: Math Night  
01-School and Library Imprvmnt BG

LINCOLN MIDDLE SCHOOL

Minck, Katrina	12 hrs @\$40.46	1/26/09-6/19/09	Est Hrly/\$486
TOTAL ESTABLISHED HOURLY			\$486

Comment: Saturday School  
01-Unrestricted Resource

Collins, Katharine	6 hrs @\$40.46	1/26/09-6/19/09	Est Hrly/\$243
TOTAL ESTABLISHED HOURLY			\$243

Comment: ASB Dance Supervision  
01-Reimbursed by ASB

Seymour, Robert	2.5 hrs @\$40.46	1/22/09	Est Hrly/\$101
Sinclair, Michele	2.5 hrs @\$40.46	1/22/09	Est Hrly/\$101
Suffolk, Stefanie	2.5 hrs @\$40.46	1/22/09	Est Hrly/\$101
TOTAL ESTABLISHED HOURLY			\$303

Comment: Adolescent Development Information Night  
01-School and Library Imprvmnt BG

ROGERS ELEMENTARY SCHOOL

Greathouse, Cristina	63 hrs @\$40.46	2/24/09-6/18/09	Est Hrly/\$2,549
TOTAL ESTABLISHED Hourly			\$2,549

Comment: Reading Teacher  
01-Unrestricted Resource

SANTA MONICA HIGH SCHOOL

Chapman, Jimmy	30 hrs @\$56.67	2/23/09-4/3/09	Own Hrly/\$1,700
Toumayan, Guadalupe	30 hrs @\$51.33	2/23/09-4/3/09	Own Hrly/\$1,540
Wethern, Heather	30 hrs @\$52.92	2/23/09-4/3/09	Own Hrly/\$1,588
TOTAL OWN HOURLY			\$4,828

Comment: 6<sup>th</sup> Period Assignment  
01-Unrestricted Resource

Gasparino, Jenna	6 hrs @\$40.46	7/20/08	Est Hrly/\$243
Nation, Christina	6 hrs @\$40.46	7/20/08	Est Hrly/\$243
TOTAL ESTABLISHED HOURLY			\$486

Comment: Summer Curriculum Work  
01-Unrestricted Resource

Waul, Maria	\$40.46, as needed	2/1/09-6/30/09	Est Hrly/\$----
TOTAL ESTABLISHED HOURLY			\$----

Comment: Saturday School  
01-Unrestricted Resource

Alvarado, Robert	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Cox, Shannon	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Cuda, Conrad	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
De la Cruz, Gilda	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Felix, Michael	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Fulcher, Nathan	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Gow, William	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Kariya, Emily	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Reichle, Tisha	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Roberts, Lasonya	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Saenz, Debbie	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Semik, Renee	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
Silvestri, Marisa	4 hrs @\$40.46	3/17/09-6/2/09	Est Hrly/\$162
TOTAL ESTABLISHED HOURLY			\$2,106

Comment: Freshman Seminar Meetings  
01-Pupil Retention Block Grant

Cierra, Jorge	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
De la Cruz, Gilda	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Escalera, Daniel	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Gleason, Beverly	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Green, Michael	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Harris, John	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Kim, Doug	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Orloff, Warren	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Parker, Trevor	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
Waul, Maria	45 hrs @\$40.46	2/8/09-3/17/09	Est Hrly/\$1,821
TOTAL ESTABLISHED HOURLY			\$18,210

Comment: After-School CAHSEE Intervention  
01-CAHSEE Intensive Instr & Serv

Beeman-Solano, Amy	6 hrs @\$40.46	9/7/08-11/18/08	Est Hrly/\$243
Chapman, Amy	2 hrs @\$40.46	9/7/08-11/18/08	Est Hrly/\$ 81
Fulcher, Nathan	4 hrs @\$40.46	9/7/08-11/18/08	Est Hrly/\$162
Harris, John	5 hrs @\$40.46	9/7/08-11/18/08	Est Hrly/\$202
Pust, Jennifer	2 hrs @\$40.46	9/7/08-11/18/08	Est Hrly/\$ 81
Walker, Megan	3 hrs @\$40.46	9/7/08-11/18/08	Est Hrly/\$121
TOTAL ESTABLISHED HOURLY			\$890

Comment: Grading Baseline Essays  
01-Unrestricted Resource

Chacon, Martha	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Cierra, Jorge	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Fulcher, Nathan	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Kim, Doug	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Mabry, Matthew	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Magnuson, Ruth	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Reardon, Marybeth	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
Torres, Lupe	33 hrs @\$40.46	12/3/08-6/19/09	Est Hrly/\$1,335
TOTAL ESTABLISHED HOURLY			\$10,680

Comment: Developing Curriculum "Connect for Success" Summer Program  
01-Economic Impact Aid - SCE

**TOTAL ESTABLISHED HOURLY AND OWN HOURLY = \$58,629**

**ELECTIONS****SUBSTITUTE TEACHERS****LONG-TERM SUBSTITUTES**

(@\$210.00 Daily Rate)

Taslimi, Laila

Effective

2/26/09-4/3/09

**CHANGE IN ASSIGNMENT**

Bautista-Nichols, Claudia

Santa Monica HS/Spanish

From: 60%To: 100%Effective

2/23/09-4/3/09

**LEAVE OF ABSENCE (with pay)**Name/Location

Hedrick, Donald

Santa Monica HS

Effective

2/10/09-5/21/09

[medical]

Hedrick, Donald

Santa Monica HS

5/22/09-6/19/09

[catastrophic]

Jaroch, Katherine

Lincoln Middle School

4/20/09-6/19/09

[maternity]

Mowry, Kristen

McKinley Elementary

3/9/09-4/3/09

[maternity]

Meade, Mary Margaret

Edison Elementary

10/17/08-2/20/09

[medical]

Robinson, Elaine

Franklin Elementary

3/23/09-6/19/09

[maternity]

Williams, Alma

Edison Elementary

3/3/09-6/3/09

[catastrophic]

**LEAVE OF ABSENCE (without pay)**Name/Location

Hale, Prakriti

SMASH

Effective

9/4/09-6/25/10

[child care]

Jaroch, Katherine

Lincoln Middle School

9/4/09-6/25/10

[child care]

Paulson, Janet

Special Education

3/1/09-6/30/09

[personal]

Paulson, Janet

Special Education

7/1/09-9/14/09

[personal]

Taylor, Heidi

Grant Elementary

9/4/09-6/25/10

[child care]

**RESCIND NON-REELCTION**Name/Location

3616-019-08

Pt. Dume Elementary School

Effective

3/4/09

**RESIGNATION**

<u>Name/Location</u>	<u>Effective</u>
Akins, Jenna Franklin Elementary School	6/19/09
Bonavida, Michelle Grant Elementary School	6/19/09
Casas, Maria John Adams Middle School	6/19/09
Gardner, Heather Malibu High School	6/19/09
Glazer, Maxine Special Education	4/6/09
Gonzalez, Maria Santa Monica High School	6/19/09
Hagen, Carol John Adams Middle School	6/19/09
Hoffman, Wendi Malibu High School	6/19/09
Kern, Kimberley Child Develop Svcs/McKinley	6/19/09
Lavenia, Yvonne Child Development Svcs	6/30/09
Olsheim, Elizabeth Roosevelt Elementary School	6/19/09
Olsheim, Glen Roosevelt Elementary School	6/19/09
Valadez, Ruth Special Education	3/6/09
Valdez, Guillermo John Adams Middle School	6/30/09
Wright, Samantha Lincoln Middle School	6/19/09

**RETIREMENT**

<u>Name/Location</u>	<u>Effective</u>
Paulson, Janet Special Education	9/12/09

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / MICHAEL D. MATTHEWS

RE: SPECIAL SERVICE EMPLOYEES

RECOMMENDATION NO. A.16

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 2007-08 budget.

<u>Name/Location</u>	<u>Not to Exceed</u>	<u>Effective Dates</u>	<u>Rate</u>
Albarracin-Alvarez, D.	\$10, 800	3/1/09-6/12/09	\$25/hour
SMASH; Foreign language instruction.			
FUNDING:	01-90150-0-31000-10000-2917-009-1501	-100%	
Reimbursed by PTA			
Antwine, Sandra	\$30,000	9/1/08-6/30/10	\$35/hour
Fiscal Services/Payroll; Assist with payroll functions, as needed.			
FUNDING:	01-00000-0-00000-73100-2917-051-1501	-100%	
Unrestricted Resource			

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Public Comments:

- Keryl Cartee-McNeely, Chief Steward of SEIU, addressed the board regarding ~~one of the positions~~ Binding Arbitration Case No. ARB-02-1517 and the Memorandum of Understanding between the district and SEIU relating to Special Services Employees. Dr. Matthews clarified for the board that this is a more complicated case because the position is short term and is not a regularly classified position. (NOTE: Underlined text represents an amendment to the minutes approved at the April 2, 2009, meeting.)

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

TO: BOARD OF EDUCATION ACTION/CONSENT  
03/19/09

FROM: TIM CUNEO / MICHAEL D. MATTHEWS / WILBERT YOUNG

RE: CLASSIFIED PERSONNEL - MERIT

RECOMMENDATION NO. A.17

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 schedules.

<u>ELECTION</u>		<u>EFFECTIVE DATE</u>
BAATH, EBBA	INST ASST - CLASSROOM	3/5/09
ROGERS ELEMENTARY	3 HRS/SY/RANGE: 18 STEP: A	
BENITEZ, ANGELA	CHILDREN CENTER ASST	3/5/09
CHILD DEVELOP SVCS	3.5 HRS/SY/RANGE: 18 STEP: A	
EDWARDS, SUZANNE	SR OFFICE SPECIALIST	3/9/09
MCKINLEY ELEMENTARY	1.2 HRS/SY/RANGE: 25 STEP: A	
JUEL, RORY	ELEMENTARY LIBRARY COORD	2/23/09
ROOSEVELT ELEMENTARY	7 HRS/10 MO/RANGE: 26 STEP: A	
ROSE, JASON	INST ASST - SPECIAL ED	3/5/09
SPECIAL ED/PINE ST	4.5 HRS/SY/RANGE: 20 STEP: A	
THEODAT, DOMINQUE	CHILDREN CENTER ASST	3/5/09
CHILD DEVELOP SVCS	3.5 HRS/SY/RANGE: 18 STEP: A	

<u>TEMP/ADDITIONAL ASSIGNMENTS</u>		<u>EFFECTIVE DATE</u>
AVILA, ALFREDO	STUDENT OUTREACH SPEC	2/17/09-3/17/09
SANTA MONICA HS		
BELL, MICHAEL	GARDNER	3/6/09-6/30/09
FOOD SVCS		
BOYER, LILIANA	INST ASST - CLASSROOM	2/9/09-4/3/09
SMASH		
CASILLAS, VERONICA	STUDENT OUTREACH SPEC	2/17/09-3/17/09
SANTA MONICA HS		
ELLIOTT-MCGUFFIE, NICOLE	INST ASST - CLASSROOM	2/5/09-3/27/09
EDUCATIONAL SVCS		
MORALES, ROBERTO	STUDENT OUTREACH SPEC	2/17/09-3/17/09
SANTA MONICA HS		
NARANJO, DEBBIE	CAFETERIA WORKER I	9/2/08-6/30/09
FOOD SVCS/JAMS		
PADDOCK, LORI	SR OFFICE SPECIALIST	9/2/09-6/19/09
LINCOLN MS		



TURNER-NEELEY, CYNTHIA FOOD SVCS/JAMS	CAFETERIA WORKER I	11/17/08-6/30/09
VILLASENOR, ERIKA PURCHASING	OFFICE SPECIALIST	1/1/09-6/30/09
WILSON, STANLEY CHILD DEVELOP SVCS	CAMPUS SECURITY OFFICER	1/22/09-1/28/09

**SUBSTITUTES**

**EFFECTIVE DATE**

ARANGO, ISABEL FOOD SVCS	CAFETERIA WORKER I	3/2/09-6/30/09
GURGUIS, RAMEZ HUMAN RESOURCES	INST ASST - PHYSICAL ED	2/6/09-6/19/09
KAHLE, AARON HUMAN RESOURCES	INST ASST - PHYSICAL ED	3/5/09-6/19/09
LAMELL, NANCY GRANT ELEMENTARY	ELEMENTARY LIBRARY COORD	10/20/08-6/30/09
LOCKETT, TYRONE OPERATIONS	GARDNER	2/23/09-6/30/09
NARANJO, GUSTAVO HUMAN RESOURCES	CAMPUS SECURITY OFFICER	2/19/09-6/24/09
OMARI, JABARI PURCHASING	STOCK & DELEVERY CLERK	1/1/09-6/30/09
PAREDES, MARTHA JOHN ADAMS MS	SR OFFICE SPECIALIST	2/17/09-6/30/09
VILLASENOR, ERIKA CHILD DEVELOP SVCS	OFFICE SPECIALIST	3/2/09-5/15/09

**VOLUNTARY DEMOTION/REDUCTION IN ASSIGNMENT**

**EFFECTIVE DATE**

FLORES, MARIA SPECIAL ED/PINE ST	INST ASST - SPECIAL ED 4.5 HRS/SY FR: INST ASST - INTENS BEHAV INTERV 6 HRS/SY/SPECIAL EDUCATION	2/17/09
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**LEAVE OF ABSENCE (PAID)**

**EFFECTIVE DATE**

ANDERSON, SALLY ROGERS ELEMENTARY	ADMINISTRATIVE ASST MEDICAL	2/12/09-2/28/09
ANDERSON, SALLY ROGERS ELEMENTARY	ADMINISTRATIVE ASST MEDICAL	3/2/09-3/11/09
BAKER, TERRENCE MAINTENANCE	CUSTODIAN MEDICAL	2/6/09-3/17/09
CISNEROS-GARCIA, MARGARITA JOHN ADAMS MS	SR OFFICE SPECIALIST MATERNITY	2/2/09-6/24/09
CRUZ, MARY FOOD SVCS	CAFETERIA WORKER I MEDICAL	1/16/09-3/30/09

HERNANDEZ, PAULITA MUIR ELEMENTARY	INST ASST - CLASSROOM MEDICAL	1/19/09-4/1/09
INIGUEZ, LUCIA SPECIAL EDUCATION	INST ASST - INTENS BEHAV INTER MEDICAL	10/17/08-11/28/08
INIGUEZ, LUCIA SPECIAL EDUCATION	INST ASST - INTENS BEHAV INTER CFRA	11/29/08-3/6/09
PENA, JAIME SANTA MONICA HS	CAMPUS SECURITY OFFICER MEDICAL	2/9/09-3/13/09
TINZLY, CHRISTINA TRANSPORTATION	BUS DRIVER MATERNITY	2/28/09-3/6/09
WALKER, SHERI LYNNE FOOD SVCS	CAFETERIA WORKER I MEDICAL	2/15/09-2/28/09

**LEAVE OF ABSENCE-LIGHT DUTY ASSIGNMENT (PAID)**

		<b><u>EFFECTIVE DATE</u></b>
TINZLY, CHRISTINA TRANSPORTATION	3.5 HRS/INST ASST - CLASSROOM REGULAR ASSIGN: BUS DRIVER MEDICAL	3/9/09-6/9/09

**RESCIND TERMINATION DUE TO EXHAUSTION OF ALL PAID LEAVES**  
(39-MONTH MEDICAL REEMPLOYMENT LIST)

		<b><u>EFFECTIVE DATE</u></b>
1692-040-08 MCKINLEY ELEMENTARY	INST ASST - SPECIAL ED	2/26/09

**DISQUALIFICATION FROM PROBATION**

		<b><u>EFFECTIVE DATE</u></b>
6275-020-08 FRANKLIN ELEMENTARY	INST ASST - PHYSICAL ED	3/20/09

**RESIGNATION**

		<b><u>EFFECTIVE DATE</u></b>
AMARASEKARA, SUSAN MCKINLEY ELEMENTARY	INST ASST - CLASSROOM	3/11/09
CROSS, PATTI MCKINLEY ELEMENTARY	INST ASST - SPECIAL ED	3/13/09

MOTION MADE BY: Mr. de la Torre  
 SECONDED BY: Ms. Leon-Vazquez  
 STUDENT ADVISORY VOTE: N/A  
 AYES: All (7)  
 NOES: None (0)

TO: BOARD OF EDUCATION ACTION/CONSENT  
03/19/09

FROM: TIM CUNEO / MICHAEL D. MATTHEWS / WILBERT YOUNG

RE: CLASSIFIED PERSONNEL - NON-MERIT

RECOMMENDATION NO. A.18

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.

**CHILD CARE ASSISTANT**

CABRERA, EPIGMENIO	CHILD DEVELOP SVCS	3/5/09-6/30/09
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**COACHING ASSISTANT**

BELL, EDWIN	MALIBU HIGH SCHOOL	2/25/09-6/30/09
EBY, DAVID	SANTA MONICA HS	2/1/09-6/30/09

**NOON SUPERVISION**

DE MENDOZA, PATRICIA	MUIR ELEMENTARY	2/18/09-6/22/09
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**STUDENT WORKER - WORKABILITY**

BUSBY, DESHONE	SANTA MONICA HS	3/9/09-6/30/094
CASILLAS, GABINO	OLYMPIC HIGH SCHOOL	2/1/09-6/30/09
DAVIS, CHAD	OLYMPIC HIGH SCHOOL	1/1/09-6/30/09
HAZELTON, KEVIN	SANTA MONICA HS	2/9/09-6/30/10
LOCKWOOD, NATALIE	MALIBU HIGH SCHOOL	2/10/09-6/30/10
ROBB, MAXIMILIAN	SANTA MONICA HS	2/23/09-6/20/12

MOTION MADE BY: Mr. de la Torre  
 SECONDED BY: Ms. Leon-Vazquez  
 STUDENT ADVISORY VOTE: N/A  
 AYES: All (7)  
 NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/19/09

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / LAUREL SCHMIDT

RE: EXPULSION OF STUDENT - (B/D 04/06/94)

RECOMMENDATION NO. A.19

It is recommended that the Board of Education expel student (B/D 04-06-94).

COMMENT: The Principal of Malibu High School recommended the expulsion based on the student's violations of Education Code Sections 48915(c)(3) and 48900(c):

"Selling a controlled substance."  
Education Code 48915(c)(3)

"Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance, alcoholic beverage or intoxicant of any kind." Education Code 48900(c)

MOTION MADE BY: Mr. de la Torre

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: N/A

AYES: All (7)

NOES: None (0)

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## **MAJOR ITEMS**

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/19/09

FROM: TIM CUNEO

RE: ADOPT RESOLUTION NO. 08-29 - HONORING CÉSAR CHÁVEZ

RECOMMENDATION NO. A.20

It is recommended that the Board of Education adopt Resolution No. 08-29 - Honoring César Chávez.

COMMENT: March 31<sup>st</sup> is the anniversary of the birth of César Chávez.

Attached is the resolution.

\*\*\*\*\*

*Mr. de la Torre suggested adding the following language under the fifth Whereas in the resolution: "WHEREAS, In 1990, 300 Santa Monica High School students joined César Chávez in a peaceful protest in front of the Loews Hotel to stop the use of harmful pesticides;". The board agreed to the added language.*

MOTION MADE BY: Mr. Snell

SECONDED BY: Ms. Leon-Vazquez

STUDENT ADVISORY VOTE: Yes (Ms. Black)

AYES: All (7)

NOES: None (0)

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 08-29  
HONORING CÉSAR CHÁVEZ**

**WHEREAS,** As a farmworker, César Chávez experienced firsthand the injustice of working long hours with little pay. Instilled with a sense of justice passed down from his mother, he made a decision to speak up and fight for change. Chavez took part in his first strike in protest of low wages and poor working conditions for farmworkers. Although initially unsuccessful, his participation in that first strike was to mark the beginning of a long career in which he fought for improved working and living conditions for farmworkers; and

**WHEREAS,** In 1962, César Chávez resigned his position with the Community Services Organization to embark on a bold new undertaking to form a farmworkers' union. He was joined by Dolores Huerta, and together they became the architects of the National Farm Worker's Union, the forerunner to the present United Farm Workers (UFW); and

**WHEREAS,** In 1965, César Chávez led a strike of California grape pickers to demand higher wages, and urged all Americans to boycott table grapes as a show of support. The strike included a 340-mile march from Delano to Sacramento in 1966 in which thousands of farmworkers and supporters marched in solidarity; and

**WHEREAS,** César Chávez preached nonviolence to the strikers, even as they were physically abused by many of those opposed to the grape boycott. In 1968, he began a Ghandi-like fast to call attention to the migrant workers' cause. Although his dramatic act did little to solve the immediate problem, it increased public awareness of the conditions under which farmworkers labored; and

**WHEREAS,** During the 1980s, César Chávez led the effort to call attention to the health problems of farmworkers caused by the use of certain pesticides on crops; and

**WHEREAS,** In 1990, 300 Santa Monica High School students joined César Chávez in a peaceful protest in front of the Loews Hotel to stop the use of harmful pesticides;

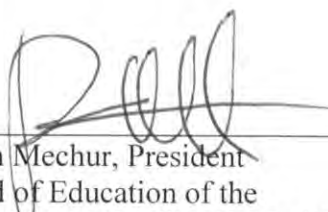
**WHEREAS,** On April 23, 1993, César Estrada Chávez died peacefully in his sleep in San Luis, Arizona; and

**WHEREAS,** His life and work is not only an inspiration to Latinos, but to working Americans of all nationalities. His legacy lives on in the improved working and living conditions of hundreds of thousands of Californians and their families; and


**WHEREAS,** In the year 2000, the California Legislature enacted Senate Bill 984 (Chapter 213 of the Statutes of 2000) to create an annual state holiday on César Chávez' birthday, March 31. This holiday provides all Californians the opportunity to learn from César Chávez' life, and provides schoolchildren the opportunity to learn through community service;

**NOW, THEREFORE, BE IT RESOLVED** by the *Board of Education of the Santa Monica-Malibu Unified School District*, that the District recognizes March 31, 2009, as the anniversary of the birth of César Chávez, and calls upon all schools to participate in appropriate observances to remember him as a symbol of hope and justice to all persons.

Ayes: 7  
Noes: 0  
Absent: 0

  
\_\_\_\_\_  
Ralph Mechur, President  
Board of Education of the  
Santa Monica-Malibu Unified School District

I, Tim Cuneo, Secretary of the Board of Education of the Santa Monica-Malibu Unified School District, do certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Education at its regular meeting held on March 19, 2009.

  
\_\_\_\_\_  
Tim Cuneo, Secretary  
Board of Education of the  
Santa Monica-Malibu Unified School District



TO: BOARD OF EDUCATION

ACTION/MAJOR

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ

RE: ADOPT RESOLUTION NO. 08-30 TAX AND REVENUE  
ANTICIPATION NOTES (TRANS)

RECOMMENDATION NO. A.21

It is recommended that the Board of Education adopt Resolution No. 08-30, Tax and Revenue Anticipation Notes for the fiscal year 2009-10. The Resolution sets a not-to-exceed amount of \$10 million. The actual amount will be determined at the time of issuance.

COMMENTS: Tax and Revenue Anticipation Notes (TRANS) are short-term financings used by school districts to manage temporary fiscal year cash flow deficits. Because of the serious deficiencies at the State level, the District expects delays in our apportionments. These delays are also expected to create cash flow difficulties for SMMUSD. A TRANS issue will bridge the deficiencies during the 2009-10 fiscal year. A copy of the *California Education Notes Program* describing the TRANS program has been provided by Tony Hsieh of Keygent LLC and is attached for review.

Note: The Resolution, which is many pages in length, has been forwarded to the Board of Education under separate cover and is available for public review in the Office of the Superintendent.

\*\*\*\*\*

*Dr. Escarce inquired about loans from the bond fund to help with cash flow issues. He suggested that it could be a better option than a loan that would incur interest. Ms. Maez commented that that would be included in the district's analysis. She clarified for the board that the district is allowed to borrow cash from the bond program as long as all funds are repaid before the end of the school year.*

MOTION MADE BY: Mr. Snell  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: Six (6) (oscar absent)  
NOES: None (0)

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# **California Education Notes Program**

## **Tax and Revenue Anticipation Notes**

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**Presented to:**  
**Santa Monica-Malibu Unified School District**

January 20, 2009

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I. Introduction

II. Program Description

III. Why a New TRAns Program

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Appendix B: Stradling Overview

## **I. Introduction**

### ***Tax and Revenue Anticipation Notes Overview***

Tax and Revenue Anticipation Notes (“TRANS”) are short-term financings used by school districts to manage temporary fiscal year cash flow deficits caused by a mismatch between the receipt of tax revenues and operating expenditures.

Generally, school districts issue a one-year TRAN at the beginning of a fiscal year to fund operating expenditures prior to the receipt of tax revenues or State apportionment. TRANS typically carry a tax-exempt interest rate and the proceeds can be invested in a local county investment pool, guaranteed investment contract or the Local Agency Investment Fund, while unspent. Historically, the rate of investment exceeds the borrowing rate. Upon the receipt of revenues, school districts fund their TRAN repayment account.

### ***Pooled TRAN Programs***

TRANS can be issued either on a standalone basis or as part of a pooled financing with other school districts. Most school districts pool their TRAN issuance with other school district issuers with the hopes of benefitting from economies of scale.

Pooling TRANS has advantages. However, because the financial landscape has changed so dramatically over the last few months, we believe that school districts should re-evaluate and analyze their past financing practices.

Pooled TRAN programs have generally grouped school district issuers together without regard to their underlying credit quality and issuance size. The impact of such indiscriminate pooling may cause districts with higher credit quality to subsidize those with lower credit quality. In today’s marketplace, such packaging would be expected to penalize larger districts with better financial quality.

## **II. Program Description**

The California Education Notes Program (“Cal-Ed Program”) is a new TRAN borrowing program designed to pair comparable school districts of similar credit quality and size, eliminating the need for credit enhancement or financial subsidy of very small districts. The Cal-Ed Program will include only districts with strong credit ratings and will be grouped and pooled based on their credit quality. The Cal-Ed Program will possess the requisite size to benefit from economies of scale while maintaining personalized, hands-on service from the Cal-Ed Program financing team.

The Cal-Ed Program will reflect a goal of efficiency and have clear administrative procedures, easy-to-use cash flow deficit calculation worksheets and streamlined legal documents. School districts can participate in the Cal-Ed Program without overburdening district staff.

### **III. Why a New TRAns Program**

#### **Cost Savings**

The Problem: Standalone TRAN issuers incur the full costs of issuance of a financing and in some pooled financings, larger issuers are penalized by paying a disproportionate share of financing costs.

The Solution: The Cal-Ed Program is structured to be cost effective for all participants. The Cal-Ed Program minimizes or eliminates financing costs related to program sponsors, unnecessary financing team members and credit enhancement, thereby resulting in cost savings to all Cal-Ed Program participants. Unavoidable costs will be divided more fairly among participating districts compared to other pools.

#### **Credit Quality**

The Problem: Accessing the capital markets in the current economic environment will be more challenging than in recent years. Due to the market turmoil, investors are increasingly scrutinizing the strength of an issuer's underlying credit rating to make investment decisions.

In a pooled financing that allows all credits to participate, participants with strong credits are penalized with higher borrowing costs due to the inclusion of participants with weaker credits. In some instances, districts with strong credit quality are required to purchase credit enhancement because of other lower credit quality districts that are participating in the same pool issuance.

The Solution: A TRAN pool composed only of participants with strong credit ratings allows for more aggressive interest rates from potential investors, and also avoids or decreases the need (and high cost) for credit enhancement.

#### **Geographic Diversity**

The Problem: Some TRAN pools limit participants to K-12 districts in a single county.

The Solution: The Cal-Ed Program will consist of participants from all over the State of California. This geographic diversity will appeal to investors looking for a broader security base for its investment and may lead to more aggressive interest rates.

#### **Tax Implications**

The Problem: The IRS has in recent years increased their scrutiny of cashflow projections used to determine TRAN issuance amounts. Because larger TRAN issuance amounts result in larger arbitrage opportunities, the IRS has expanded its review of California school district TRAN issuers. Pools with many participants may not receive individualized tax counsel review of their cash flows and thus may be exposed in the event of an IRS audit.

The Solution: The Cal-Ed Program will have extensive resources available to aid in developing pro-forma cashflows to meet IRS guidelines. Ms. Carol Lew, Esq., the Cal-Ed Program's tax counsel and past-President of the National Association of Bond Lawyers, will work on a one-on-one basis with each district on their cash flow projections.

## ***Flexibility***

The Problem: Too often the method of sale is predetermined by the financing team members. Such bias can cause a financing to miss a market opportunity which would benefit the participating districts.

The Solution: The Cal-Ed Program is not tied to any particular sale method. The Cal-Ed Program will have the flexibility to have the TRAns be sold via competitive sale, negotiated sale, or private placement. This flexibility allows the Cal-Ed Program team members to analyze the municipal bond market at the time of each sale to determine the most advantageous method to achieve the lowest borrowing cost for Cal-Ed Program participants.

## **IV. Financing Team**

The Cal-Ed Program is managed by two firms whose members have a long track record of serving California educational entities: Keygent LLC ("Keygent"), an independent financial advisory firm, and Stradling Yocca Carlson & Rauth ("Stradling"), a Professional Corporation, a nationally recognized bond counsel firm and the leading firm providing such services to California school districts.

Keygent and Stradling have significant experience structuring TRAN financings. Keygent's professionals have over 25 years of combined experience structuring and managing pooled TRAN financings. Stradling's professionals have served as legal counsel on over 1,000 TRAN financings and have over 70 years of combined experience.

Keygent's primary responsibility with the Cal-Ed Program will be the program administration, management and quantitative structuring. These responsibilities include:

- Coordinate the financing among the Cal-Ed Program team members
- Procure credit ratings
- Collect and analyze all District financials
- Structure financing
- Coordinate sale of TRAns and negotiate pricing terms (depending on sale method)
- Coordinate closing and receipt of District funds
- Manage Cal-Ed Program on ongoing basis

Stradling's primary responsibility with the Cal-Ed Program involves the legal analysis, document preparation and tax analysis. These responsibilities include:

- Develop legal structure
- Draft all legal documentation including resolutions, offering statements and trust agreement
- Analyze cashflows for compliance with IRS guidelines
- Coordinate closing and receipt of District funds
- Manage any potential IRS issues

Overviews of each firm can be found in Appendix A and Appendix B.

### **Appendix A: Keygent Overview**

Keygent is a professional services firm focused on assisting state and local governmental agencies to better serve their communities, residents, employees and students.

Keygent was founded with a specific focus of improving the management and business efficiency of California public education entities. Keygent has three key areas of focus: Public Finance, Regulatory Reporting and Health and Welfare Benefit Review.

*Keygent's Public Finance Group* guides California educational entities through their capital financing needs. The Public Finance Group is comprised of senior partners who have extensive experience in bond structuring, bond underwriting, credit analysis and capital markets.

*Keygent's MuniBond Continuing Disclosure Group* is dedicated to assisting bond issuers in meeting complex and increasingly important continuing disclosure requirements. The MuniBond Continuing Disclosure Group ensures that annual reports, supplemental reports and material event notices are prepared and disseminated as required.

*Keygent's RecoveryMax Benefit Consulting Group* provides organizations with auditing services to identify health care cost savings. The RecoveryMax Benefit Consulting Group is managed by senior professionals with extensive program management experience and quantitative expertise.

For the Cal-Ed Program, Keygent's team will be led by Keygent's senior partners, Mr. Gene Yee and Mr. Tony Hsieh. Both partners have extensive experience in California public education finance. As senior partners within the firm, they will allocate Keygent's resources to ensure the highest level of service to the Cal-Ed Program. Both partners will be responsible for providing the day-to-day advisory activities and will be available for conference calls and meetings. Mr. Chet Wang and Ms. Jennifer Rossel will take an active role in providing technical and administrative support throughout the Cal-Ed Program.

#### ***Gene Yee, Managing Partner***

Telephone: (310) 546-1910 ext. 102

Email: gene.yee@keygentcorp.com

With over 15 years of senior leadership experience, Mr. Yee, a company founder, is responsible for Keygent's business strategy and new business development. Mr. Yee is highly regarded for his knowledge of education finance and business operations.

Prior to founding Keygent, Mr. Yee was a Managing Director at Piper Jaffray & Co., responsible for its California Education Public Finance Group. Mr. Yee also served on Piper Jaffray's Public Finance Operating Committee. In working with over 450 municipal clients, he provided debt capacity studies, cash flow analysis and strategic credit analysis. Mr. Yee structured a wide variety of financings totaling over \$10 billion for California municipal entities.

Mr. Yee graduated from UCLA where he received a B.A. in Economics/International Studies. He also holds a J.D. from the University of San Francisco School of Law. Mr. Yee received his M.B.A. from the Anderson School of Management at UCLA. Mr. Yee is a member of the California State Bar.

#### ***Tony Hsieh, Partner, Manager of Public Finance***

Telephone: (310) 546-1910 ext. 105

Email: tony.hsieh@keygentcorp.com

Mr. Hsieh has been advising clients on strategic and financial matters for nearly 10 years. At Keygent, he manages the Public Finance Group which is focused on providing California educational entities with independent strategic, technical and quantitative advice. He is widely known for his expertise in debt refinancing and structuring.

Prior to joining Keygent, Mr. Hsieh was a Senior Vice President in Piper Jaffray's California Education Public Finance Group, where he specialized in advising California school districts on a wide variety of financings. He has structured financings for over 400 California education entities totaling over \$10 billion.

Mr. Hsieh has a B.A. in Economics from UCLA. Mr. Hsieh held the Financial Industry Regulatory Authority's Series 7 and 63 licenses as an investment banker.

### ***Chet Wang, Principal***

Telephone: (310) 546-1910 ext. 103

Email: chet.wang@keygentcorp.com

Mr. Wang has over five years of financial industry experience. Over the last three years, he has provided investment banking and advisory services exclusively to California educational entities. At Keygent, he is primarily responsible for managing the firm's technical and quantitative efforts. He has expertise in debt and bonding capacity studies, cash flow analysis, restructuring models, interest rate sensitivity analysis and credit analysis.

Prior to joining Keygent, Mr. Wang was an Associate in Piper Jaffray's California Education Public Finance Group, where he was responsible for technical and quantitative analysis. He has structured financings for over 200 California education entities totaling over \$2 billion. Mr. Wang has a B.A. in Business Economics and Communications from UCLA. Mr. Wang held the Financial Industry Regulatory Authority's Series 7 and 66 licenses as an investment banker.

### ***Jennifer Rossel, Senior Consultant***

Telephone: (310) 546-1910 ext. 101

Email: jennifer.rossel@keygentcorp.com

Ms. Rossel has been managing large-scale programs for over 8 years, which has lead to quality improvements and direct-cost reductions totaling over \$1 million. At Keygent, she is responsible for managing the RecoveryMax Benefit Consulting Group, including benefit eligibility verification, payroll deduction analysis and final reporting. Trained in Six Sigma, Ms. Rossel performs advanced qualitative and quantitative analyses of benefit programs with an emphasis on increasing efficiency and decreasing costs.

Prior to joining Keygent, Ms. Rossel was a Quality Engineer and Program Manager specializing in the optimization of labor force and capital equipment usage. She performed over 50 different analyses of both large and small scope manufacturing optimizations, leading to significant increases in yield and double digit reductions in cost. Ms. Rossel has a B.S. in Material Science Engineering from Rutgers University, and is also a certified Six Sigma Green Belt.



### **Appendix B: Stradling Overview**

Stradling Yocca Carlson & Rauth (the "Firm" or "Stradling") has served as bond counsel to school districts throughout California for over 30 years. Bond lawyers at the Firm have practiced municipal finance law in California since 1951. Bond industry surveys of bond counsel firms annually rank Stradling among the top two bond counsel law firms in California. In addition to Stradling's thriving bond law practice, it represents school districts in real property transactions, design-build contracts, condemnation, lease-leaseback, environmental and litigation matters.

Thirty-one members of the Firm practice in the areas of public finance and general public law, the second largest bond department in California. Our public law attorneys devote their time exclusively to the representation of the interests of public agencies, including cities, counties, redevelopment agencies, school and community college districts, and special districts of various kinds, and to the supplying of legal services in connection with the financings of such agencies.

The Firm's size offers advantages to the clients that we represent. Among them are that the Firm has expertise in many areas, such as real estate, corporate securities, litigation, as well as public finance, that can be useful in analyzing all relevant issues for a financing. Our size provides stability and assurance to the client that the Firm will be in practice to follow up on matters related to the services it renders. The success of our practice depends on word of mouth references from districts who are pleased with our work. Client service is an essential component of our commitment, and the large number of experienced bond attorneys helps us satisfy all of our clients' needs.

Stradling has thirteen attorneys who specialize in school finance matters in California. The Education Finance Practice Group is headed by David G. Casnocha, who has practiced public finance law in California for 32 years. He is a summa cum laude graduate of Claremont Men's College and Cornell University School of Law.

The Firm has acted as bond counsel on over 1,000 tax and revenue note financings. Included among them would be stand-alone borrowings, pooled financings sponsored by county offices of education (Placer, Riverside, Butte, Stanislaus) and program pools for the Community College League of California.

Within the finance practice is a specialty in federal income tax laws relating to municipal bonds. These attorneys are involved in every bond issue reviewing transactions for tax law compliance. In recent years they have also represented schools, colleges and other public agencies in connection with IRS audits of past bond issues, including audits of tax and revenue anticipation notes. Carol Lew, head of Stradling's Tax Department is an expert on tax laws applicable to TRANS. She is perhaps the most prominent of all tax counsels in California and is the past President of the National Association of Bond Lawyers.

***David Casnocha, Esq., Managing Shareholder***

Telephone: (415) 283-2241

Email: [dcasnocha@sycr.com](mailto:dcasnocha@sycr.com)

David G. Casnocha is the managing partner of the San Francisco office of Stradling Yocca Carlson & Rauth and head of its Education Finance Group. He has acted as bond counsel on hundreds of tax and revenue anticipation notes and thousands of school bonds and borrowing over a 32 year career as a bond attorney. He has designed the legal structure for a variety of TRANS programs, including composite issues of stand-alone TRANS and county-wide school district pools of TRANS. Since 1994, he has been the bond counsel on the Community College League of California annual tax and revenue anticipation note program for California community colleges which has issued over \$2 billion of pooled TRANS. He is a graduate of Claremont Men's College and Cornell Law School (1976).

***Carol Lew, Esq., Shareholder***

Telephone: (949) 725-4237

Email: [clew@sycr.com](mailto:clew@sycr.com)

Carol Lew is a partner and the head of the Stradling Yocca Carlson & Rauth Tax Department. All of her 22 years as an attorney have been devoted to the tax laws governing public agency debt issuance. She is a graduate of University of California, Hastings College of Law (1986), Magna Cum Laude, and Order of the Coif. She is a past President of the National Association of Bond Lawyers (2006-07), the Editor-in-Chief of a five volume treatise, Federal Taxation of Municipal Bonds, and Chair of the American Bar Association, Tax-Exempt Financing Committee. She has represented a number of school districts in IRS audits of their note/bond issuances.

***Kerrigan Bennett, Esq., Shareholder***

Telephone: (415) 283-2250

Email: [kbennett@sycr.com](mailto:kbennett@sycr.com)

Kerrigan Bennett is a partner in the San Francisco office specializing in school district borrowings. He has participated in the TRANS pool for community colleges and on a number of K-12 stand-alone issues. He is a Cum Laude, Order of the Coif graduate of University of California, Hastings College of Law (2000).

***Carlos Villafuerte, Esq., Associate***

Telephone: (415) 283-2251

Email: [cvillafuerte@sycr.com](mailto:cvillafuerte@sycr.com)

Carlos Villafuerte is an associate in Stradling Yocca Carlson & Rauth's San Francisco office specializing for the past three years in public finance. He is the primary associate on the Community College League of California TRANS. He is a graduate of Boston University School of Law (2004).

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/19/08

FROM: TIM CUNEO

**UPDATE**

RE: DISTRICT COMMENTS ON DRAFT EIR

RECOMMENDATION NO. A.22

It is recommended that the Board of Education authorize the President and Superintendent to submit the attached comment letter on the Draft EIR for Phase 2 of the Expo Light Rail Project, formally support the adoption of the "Colorado" alternative as the District-supported alignment for the Exposition Light Rail Phase 2 project within the City of Santa Monica and recommend to the Exposition Construction Authority (Expo Authority) and the Los Angeles County Metropolitan Transportation Authority (Metro) that the "Colorado" alternative be selected as the alignment within the City of Santa Monica.

Additionally, it is recommended that the Board direct District staff to:

1. Work with the Metro Rail Safety Program to assure that rail transit safety education is provided annually to all students at Santa Monica schools.
2. Explore with the Expo Authority, the City of Santa Monica and the California Public Utilities Commission a narrower track width configuration on Colorado Avenue west of 17th Street, consistent with other locations in California, in order to accommodate on-street parking on both sides of 17th Street.
3. Work with City of Santa Monica staff regarding parking needs (i.e. park-and-ride, kiss-and-ride and bike parking), including a management plan, for each Santa Monica station as such analysis relates to District property, particularly Joint Use opportunities at Samohi and the District office and bring back recommendations to Board of Education.
4. Work with the City of Santa Monica and the Expo Authority to obtain a waiver or revised policy so that riders may be charged for the use of any parking near rail stations within the City of Santa Monica.
5. Work closely with Expo Authority and City staff during station area planning and design for all three Santa Monica stations as such designs may impact schools and other District owned facilities.

6. Work with City Staff and the Expo Authority to resolve the Expo Bike Path routing issues to provide healthy and Safe Routes to School for its students, parents and staff.
7. Work with City staff and the Expo Authority to minimize the visual impact of the overhead train electrification wires and support structures.

\*\*\*\*\*

*The letter from the district to the Exposition Metro Line Construction Authority can be found under Attachments at the end of these minutes.*

*Mr. Mechur commented that the Expo line should act as a great fit with the community. He reminded everyone that the Santa Monica City Council has scheduled for next Tuesday a discussion regarding aspects of the Civic Center Plan, including the Expo Line.*

*Ms. Black inquired about the line schedule and noise level. Ms. Kendal explained that the line would run close to twenty-four hours per day, with a higher frequency during rush hour, and that the line would be electric powered, making it quieter than buses.*

*Mr. Allen urged the METRO to consider not putting a maintenance yard in a residential neighborhood. Mr. de la Torre suggested adding the following language to the resolution: "8. Support City staff's recommendations to the Expo Authority that it seek a non-residential site for the placement of the maintenance yard." The board agreed with this change.*

MOTION MADE BY: Mr. de la Torre  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: Yes (Ms. Black)  
AYES: All (7)  
NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/19/08

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: APPROVAL OF WASHINGTON CHILD DEVELOPMENT SERVICES  
MODERNIZATION PROJECT AND AUTHORIZE FILING OF NOTICE OF  
EXEMPTION - MEASURE BB

RECOMMENDATION NO. A.23

It is recommended that the Board of Education approve the Washington Child Development Services Modernization Project and authorize staff to file a Notice of Exemption under the Class 1 Categorical Exemption.

COMMENTS: At its October 18, 2007, meeting, the Board of Education approved an allocation from the Measure BB bond fund for the Washington E/W CDS Modernization Project. The budget was subsequently updated at the June 26, 2008, Board meeting for a project budget of \$1.575 million.

The project consists of modernizing existing school buildings to internally reconfigure Washington West rooms 3 and 4 into preschool classrooms; internally reconfigure Washington East into CDS offices; and provide limited hardscape improvements, and reconfigure the parking lot.

Due the limited scope of this project and that no new buildings or additions will be constructed, it has been found that project is categorically exempt under the California Environmental Quality Act (CEQA) because such types of projects like the Washington E/W CDS Modernization Project will not create a significant environmental impact. The District's Environmental Consultant, PBS&J, prepared a memorandum to document that this project meets the Existing Facilities (i.e., Class I) and the Minor additions to Schools (i.e., Class 14) Categorical Exemptions. This memorandum is attached hereto as Attachment A.

Under the CEQA Guidelines, a Notice of Exemption (NOE) is filed with the County Clerk after approval of the project. The proposed NOE is attached hereto as Attachment B. Staff requests authorization to file the NOE.

Note: The complete Memorandum of Environmental Effects - Class 1 Categorical Exemption has been forwarded to Board of Education members and is available for public review in the Superintendent's Office.

MOTION MADE BY: Dr. Escarce  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE:  
AYES: All (7)  
NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/19/08

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: APPROVAL OF WEBSTER ELEMENTARY SCHOOL FIRE ALARM  
REPLACEMENT PROJECT AND AUTHORIZE FILING OF NOTICE OF  
EXEMPTION - MEASURE BB

RECOMMENDATION NO. A.24

It is recommended that the Board of Education approve the Webster Elementary School Fire Alarm Replacement Project and authorize staff to file a Notice of Exemption under the Class 1 Categorical Exemption.

COMMENTS: At its June 26, 2008, meeting, the Board of Education approved a budget allocation of \$306,000 from the Measure BB bond fund for the Webster Elementary School Fire Alarm Replacement Project.

The project consists of the replacement and upgrade of the campus-wide fire alarm system at Webster ES.

Due the limited scope of this project and that no new buildings will be constructed, it has been found that project is categorically exempt under the California Environmental Quality Act (CEQA) because such types of projects like the Webster Elementary School Fire Alarm Replacement Project will not create a significant environmental impact. The District's Environmental Consultant, PBS&J, prepared a memorandum to document that this project meets the Existing Facilities (i.e., Class I) Categorical Exemption. This memorandum is attached hereto as Attachment A.

*(Continued on next page)*

Under the CEQA Guidelines, a Notice of Exemption (NOE) is filed with the County Clerk after approval of the project. The proposed NOE is attached hereto as Attachment B. Staff requests authorization to file the NOE.

Note: The complete Memorandum of Environmental Effects - Class 1 Categorical Exemption has been forwarded to Board of Education members and is available for public review in the Superintendent's Office.

MOTION MADE BY: Mr. de la Torre  
SECONDED BY: Mr. Allen  
STUDENT ADVISORY VOTE:  
AYES: All (7)  
NOES: None (0)



TO: BOARD OF EDUCATION

ACTION/MAJOR

03/19/08

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: APPROVAL OF PT. DUME ELEMENTARY SCHOOL GAS LINE AND  
FURNACE REPLACEMENT PROJECT AND AUTHORIZE FILING OF  
NOTICE OF EXEMPTION - MEASURE BB

RECOMMENDATION NO. A.25

It is recommended that the Board of Education approve the Pt. Dume Elementary School Gas Line and Furnace Replacement Project and authorize staff to file a Notice of Exemption under the Class 1 Categorical Exemption.

COMMENT: At its June 26, 2008, meeting, the Board of Education approved a budget allocation of \$265,000 from the Measure BB bond fund for the Pt. Dume Elementary School Gas Line and Furnace Replacement Project.

The project consists of the replacement of the natural gas lines and replacement of existing furnace system as required at Webster ES.

Due the limited scope of this project and that no new buildings will be constructed, it has been found that project is categorically exempt under the California Environmental Quality Act(CEQA)because such types of projects like the Pt. Dume Elementary School Gas Line and Furnace Replacement Project will not create a significant environmental impact. The District's Environmental Consultant, PBS&J, prepared a memorandum to document that this project meets the Existing Facilities (i.e., Class I) Categorical Exemption. This memorandum is attached hereto as Attachment A.

*(Continued on next page)*

Under the CEQA Guidelines, a Notice of Exemption (NOE) is filed with the County Clerk after approval of the project. The proposed NOE is attached hereto as Attachment B. Staff requests authorization to file the NOE.

Note: The complete Memorandum of Environmental Effects - Class 1 Categorical Exemption has been forwarded to Board of Education members and is available for public review in the Superintendent's Office.

MOTION MADE BY: Ms. Pye  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE:  
AYES: All (7)  
NOES: None (0)

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## **DISCUSSION ITEMS**

TO: BOARD OF EDUCATION

FROM: TIM CUNEO / MICHAEL D. MATTHEWS

RE: 2009-10 SCHOOL STAFFING

DISCUSSION  
03/19/09

DISCUSSION ITEM NO. D.01

At the March 5, 2009, board meeting, the board requested further information regarding enrollment and staffing data for each site. The Human Resources Department has taken the enrollment projections provided by DecisionInsite and has provided staffing information to all of the District's schools, including pre-school and child care. Last year, staffing was provided to schools based on the following student to teacher ratios:

**Elementary School Staffing in 2008-09**

Grades K - 3	20:1
Grades 4 and 5:	
Will Rogers (Title I):	25:1*
Edison (Title I):	25:1
SMASH:	25:1
All other:	30:1

\* Rogers was also provided with one additional science teacher for the STEM Program

**Secondary School Staffing in 2008-09**

John Adams Middle School:	29:1
All other Secondary Schools:	31:1

For the 2009-10 school year, schools are being staffed at the following ratios:

**Elementary School Staffing in 2009-10**

Grades K - 3	23:1
Grades 4 and 5:	
Will Rogers (Title I):	25:1*
Edison (Title I):	25:1
McKinley (Title I):	25:1
Muir (Title I):	25:1
SMASH:	25:1
All other:	30:1

\* Rogers will continue to be provided with one additional science teacher for the STEM Program

**Secondary School Staffing in 2009-10**

John Adams Middle School:	30:1
All other Secondary Schools:	32:1

The projected enrollment numbers are conservative numbers, which help the District to avoid overstaffing schools. Elementary schools are taking careful note of Kindergarten enrollments, and all schools are keeping careful track of new enrollees. The

District will make adjustments to staffing based on discussions with school leadership about enrollment information. If the Board amends the permit policy to allow permits, then staff will examine each school's enrollment on a grade-by-grade basis to determine whether and where there is room for permits at each school.

Using these criteria, schools will be budgeted next year with the 09-10 staffing column numbers in the chart below.

	08-09	09-10	Change
<b>Franklin</b>	35	34	-1
<b>Grant</b>	28	25	-3
<b>Cabrillo</b>	14	12	-2
<b>Edison</b>	20.4	19.4	-1
<b>John Muir</b>	13	13	0
<b>McKinley</b>	18	19	1
<b>Pt. Dume</b>	12	10	-2
<b>Roosevelt</b>	32	31	-1
<b>SMASH</b>	8.5	8.5	0
<b>Webster</b>	18	16	-2
<b>Will Rogers</b>	26	23	-3
<b>JAMS</b>	39.8	36.2	-3.6
<b>Lincoln</b>	44.8	42	-2.8
<b>MHS</b>	47.8	46.4	-1.4
<b>Samohi</b>	115.4	112	-3.4
<b>Olympic</b>	7.4	7.4	0
<b>Special Education</b>	101.5	101.5	0
<b>Total</b>	<b>581.6</b>	<b>556.4</b>	<b>-25.2</b>

Included below are the 2009-10 enrollment projections for each school and the corresponding 2009-10 staffing projections based on that enrollment.

**Cabrillo:**

K	42				
1	42				
2	50				
3	46				
4	41				
5	46				
Projection			Formula	Rounded	Existing Staffing 2008-2009
K-3 Total	180	23:1 Staffing:	7.83	9	
4-5 Total	87	30:1 Staffing	2.90	3	
			Staffing:	12	14

**Edison**

K	77				
1	76				
2	81				
3	79				
4	71				
5	56				Existing Staffing
Projection			Formula	Rounded	2008-09
K-3 Total	313	23:1 Staffing:	13.61	14	
4-5 Total	127	25:1 Staffing	5.08	5.4	
			Range:	19.4	20.4

**Franklin**

K	134					
1	139					
2	120					
3	122					
4	145					
5	144					Existing Staffing
Projection			Formula	Rounded		2008-2009
K-3 Total	515	23:1 Staffing:	22.39	24	20:1 Staffing:	
4-5 Total	289	30:1 Staffing	9.63	10		
			Range:	34	to	35

**Grant**

K	97				
1	95				
2	92				
3	96				
4	120				
5	99				Existing Staffing
Projection			Formula	Rounded	2008- 2009
K-3 Total	380	23:1 Staffing:	16.52	17	
4-5 Total	219	30:1 Staffing	7.30	8	
			Range:	25	28

**McKinley**

K	80				
1	79				
2	60				
3	61				
4	60				
5	72				Existing Staffing
Projection			Formula	Rounded	2008-2009
K-3 Total	280	23:1 Staffing:	12.17	13	
4-5 Total	132	25:1 Staffing	5.28	6	
			Range:	19	18

**Muir**

K	54				
1	53				
2	43				
3	49				
4	42				
5	41				Existing Staffing
Projection			Formula	Rounded	2008-09
K-3 Total	199	23:1 Staffing:	8.65	9	
4-5 Total	83	25:1 Staffing	3.32	4	
			Range:	13	13

**Point Dume**

K	27				
1	26				
2	43				
3	40				
4	46				
5	41				Existing Staffing
Projection			Formula	Rounded	2008-2009
K-3 Total	136	23:1 Staffing:	5.91	7	
4-5 Total	87	30:1 Staffing	2.90	3	
			Range:	10	12

**Rogers**

K	91				
1	90				
2	75				
3	78				
4	82		Addition:	1	STEM Science Teacher
5	73				Existing Staffing
Projection			Formula	Rounded	2008-2009
K-3 Total	334	23:1 Staffing:	14.52	15	
4-5 Total	155	25:1 Staffing	6.20	7	
			Range:	22	26

**Roosevelt**

K	124				
1	120				
2	117				
3	124				
4	118				
5	133				Existing Staffing
Projection			Formula	Rounded	2008-2009
K-3 Total	485	23:1 Staffing:	21.09	22	
4-5 Total	251	30:1 Staffing	8.37	9	
			Range:	31	32

**Webster**

K	56				
1	52				
2	69				
3	58				
4	72				
5	61				Existing Staffing
Projection			Formula	Rounded	2008-2009
K-3 Total	235	23:1 Staffing:	10.22	11	
4-5 Total	133	30:1 Staffing	4.43	5	
			Range:	16	18



**SMASH**

K	23				
1	20				
2	20				
3	20				
4	20				
5	24				Existing Staffing
Projection			Formula	Rounded	2008-2009
K-3 Total	83	23:1 Staffing:	3.61	4	8.5
4-5 Total	44	25:1 Staffing	1.76	2	
			Range:	6	
Middle School					
6	24				
7	24				
8	22				
6-8 Total	70	31:1 Staffing	2.26	2.5	
			Total Staffing	8.5	

**JAMS**

6	291				
7	293				
8	304				
Projection			Formula	Rounded	2008-2009
6-8 Total	888	30:1 Staffing:	36.74	37.2	
			Staffing:	37.2	39.8

**Lincoln**

6	355				
7	365				
8	380				
Projection			Formula	Rounded	2008-2009
6-8 Total	1100	32:1 Staffing:	41.25	42	
				42	44.8

**MALIBU HIGH SCHOOL**

Grade	Enrollment				
6	175				
7	135				
8	157				
<b>Projection</b>			<b>Formula</b>	<b>Rounded</b>	
6-8 Total	467	32:1 Staffing:	17.5125	17.8	
<b>Grade</b>	<b>Enrollment</b>		<b>Added Staffing:</b>		
9	174		Department Chair:		0.8
10	173		A.D.		0.6
11	161		Other		1
12	188		<b>Total Added:</b>		<b>2.4</b>
9-12 Total	696				
<b>Projection</b>		<b>Formula</b>	<b>Rounded</b>		
	32:1 Staffing:	26.1	26.2		
					Existing Staffing
					<b>2008-2009</b>
<b>Staffing Allocation:</b>		<b>46.4</b>			<b>47.8</b>

**Santa Monica High School**

Grade	Enrollment		Added Staffing:		
9	707		Department Chair:		0.8
10	718		A.D.		1
11	712		Other		2
12	680		Teacher Leaders		2.4
			Total Added:		6.2
Projection					
9-12 Total	2817		Formula	Rounded	
		32:1 Staffing:	105.64	105.8	
					Existing Staffing
					2008-2009
Staffing:		112			115.4

## Special Education

Below is the Special Education staffing for 2008-09. The Human Resources Department is working with the Special Education Department on matching student needs for 2009-10 with the appropriate staffing.

School	RSP Teachers	SDC Teachers	Other	Total
Cabrillo	1	2		3
Edison	1	0		1
Franklin	1.6	2		3.6
Grant	1	4		5
McKinley	1	3	1	5
Muir	1	2		3
Point Dume	0.8	0		0.8
Rogers	1	2		3
Roosevelt	1	3		4
SMASH	0.5	0		0.5
Webster	0.8	0		0.8
JAMS	3	4		7
Lincoln	3	4		7
Malibu HS	4	4	1	9
Olympic/OCLC	0	3		3
Samohi	7	9		16
Speech Pathologists			15.8	15.8
Preschool		8		8
Other: Adaptive PE, Orientation/Mobility			6	6
Total	27.7	50	23.8	101.5

\*\*\*\*\*

### Public Comments:

- Harry Kieley, SMMCTA President, addressed this item.

Mr. Allen and Dr. Escarce agreed that the increase in K-3 class sizes should be a temporary change. Dr. Escarce added that when the economy stabilizes, increases in revenue should go toward reinstating the 20:1 ratio in grades K-3.

Dr. Escarce suggested changing SMASH's 4<sup>th</sup> and 5<sup>th</sup> grade class sizes to 30:1. He also suggested that small electives at the high schools should no longer be offered.

Ms. Pye and Dr. Escarce agreed that AM classes should be kept.

Ms. Leon-Vazquez inquired about the enrollment and curriculum of the majority of AM classes. Dr. Matthews explained that the AM classes are filled and cover a large variety of subjects, including core and electives.

Mr. de la Torre suggested a support structure for teachers who might be carrying larger class loads as a result of changes to the staffing formula.

Mr. Mechur requested information regarding reading specialist staffing at each site.

TO: BOARD OF EDUCATION

DISCUSSION

03/19/09

FROM: TIM CUNEO / MICHAEL D. MATTHEWS / LAUREL SCHMIDT

RE: REVISE POLICY 5117 - INTERDISTRICT ATTENDANCE

DISCUSSION ITEM NO. D.02

It is recommended that the Board of Education revise Board Policy 5117 - Interdistrict Attendance.

COMMENT: Revisions from the February 5 board meeting have been incorporated into the attached policy.

\*\*\*\*\*

*Ms. Schmidt explained that interdistrict permit applications officially start being accepted for the next school year on March 31.*

*Mr. de la Oscar and Ms. Leon-Vazquez said they supported the recommendation as written.*

*Mr. Allen expressed his concern about interdistrict permits at Will Rogers.*

*Ms. Pye suggested moving priority category #6 higher up on the list. Board members agreed with this suggestion.*

*Mr. Snell reminded the board that a discussion regarding prioritization of permit applications does not address the fact that, as a result of the economy, many districts are not granting families a release from their home district.*

*Mr. Mechur suggested an additional change to priority category #7: "If space, staffing and budget permit, interdistrict permits for children of alumni of Santa Monica High School, Malibu High School, or Olympic High School, who work in either Santa Monica or Malibu. Parent must attach a copy of graduation diploma and proof of employment in either city to the permit application."*

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**THIS IS A REVISED SMMUSD POLICY**

New text in underline

Deleted text in ~~strikeout~~

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
5117	Students	Interdistrict Attendance	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Attendance	X		

**DETAIL**

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

Beginning with the 2005-06 school year permits will be issued on a year-to-year basis. Parents must reapply and be accepted for continued attendance each year. Students enrolled prior to the 2005-06 school year on a PERT or DERT permit will not be affected by this change.

Involuntary loss of housing resulting from: apartments being removed from the rental market (Ellis Act), buildings being red-tagged, or evictions to accommodate owner-occupancy should not interfere with a child completing his/her education in the Santa Monica Malibu Unified School District. The permit office will require the applicant to obtain verification from the Rent Control Department or other appropriate legal agency. These students will be allowed to remain in their schools for the remainder of the year in which their housing has been lost. In addition, they will be allowed to remain in SMMUSD as permit students in subsequent years provided they meet all the conditions of students attending SMMUSD on permit, and they reapply annually. The Ellis Act allows California apartment owners to evict tenants if the landlords intend to withdraw their units from the rental market.

SMMUSD students in good standing who were residents of Santa Monica or Malibu during the 2001-2002 school year, and subsequently move to another city, will be allowed to remain in the Santa Monica-Malibu School district as permit students, upon receiving a permit from their district of residence and meeting all the conditions of students attending Santa Monica-Malibu Unified School District on a permit.

B. Permits of this type are to be initiated by the student's parent or guardian who attests to the fact or shows evidence

that the permit would be in the student's best interests. Cancellation of the permit shall occur if certain provisions are not adhered to by the student or parent/guardian, or if overcrowding should occur at the school of acceptance.

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

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

E. Except for the conditions listed below, effective September 2002, there will be a moratorium on the receipt of all new interdistrict attendance permits for schools in the Santa Monica-Malibu Unified School District. This moratorium shall continue through the 2008-2009 school year with the following exceptions:

1. The District will accept applications for interdistrict permits to attend schools in the City of Santa Monica for grades K through 6 in order to stabilize the current number of interdistrict permit students in the District. Permits will be granted per the language of section D. above.

2. Requests for new interdistrict permits will be accepted for all schools in the City of Malibu. Permits will be granted per the language of section D. above.

3. No permits will be granted to attend Olympic High School.

4. The total number of all new interdistrict permits that will be accepted and approved for the 2008-2009 school year will not exceed 200 for the District. Permits will be granted per the language of section D. above.

5. All students currently attending on an interdistrict permit will be allowed to remain in the District until they leave or graduate, assuming that they: reapply for a permit annually and comply with all the application requirements; uphold appropriate standards of behavior, attendance, and academic effort, and that the conditions under which the current permit was granted have not changed.

6. Guidelines previously applied to SMASH, Edison, including the

immersion program through Grade 8, and our preschools will remain in effect.

F. Requests for new permits will be received (granted) in the following order (Based on the timelines identified in Administrative Regulations 5117):

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

- It is the intention of the District to provide same-school placement for all siblings in a family once an intradistrict permit has been granted, except in cases where students need a specialized program which is only available on another campus.

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

- It is the intention of the District to provide a seat in a District school to all children of District employees who have requested a new interdistrict permit, with the understanding that Section D. will be considered. staff will do its best to accommodate requests for a specific school but will not guarantee requested placement. On-going permit holders are not affected and will continue in the home school being currently attended.

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

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

5. If space, staffing and budget permit, interdistrict permits for children of full-time, permanent employees of Santa Monica College enrolling in grades K-8 for the 2008-2009 school year, up to:

a) 50 students if the enrollment decline is less than 120.

b) If the decline is more than 120, the number of additional students required to shrink the decline to 120.

No permits will be issued in this category at the high school

level.

6. If space, staffing and budget permit, for those students "in good standing" who have been attending school/s within SMMUSD as a resident of the District, for a minimum period of three complete school years, and subsequently relocate outside the boundaries of SMMUSD. Permits will be granted per the language of section D. above.

7. If space, staffing and budget permit, interdistrict permits for children of alumni of Santa Monica High School, Malibu High School, or Olympic High School. Parent must attach a copy of diploma to permit application.

#### **REFERENCE**

LEGAL REFERENCE:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

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

#### **ADOPTED**

January 27, 1994

#### **REVISED**

February 21, 2008

June 7, 2007

June 15, 2006

November 17, 2005

February 17, 2005

February 20, 2003

November 21, 2002

#### **CSBA DATE**

February 1995

#### **DISTRICT GOAL**



TO: BOARD OF EDUCATION

DISCUSSION

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: RELOCATION PLAN - EDISON LAND ACQUISITION

DISCUSSION ITEM NO. D.03

It is recommended that the Board of Education adopt a Relocation Plan ("Plan") after a 30-day public comment period. At this time, the Plan is being presented to the Board as a discussion item before it is circulated for public comment. A public hearing will be scheduled for approval of the Plan following the public comment period.

HISTORY:

The Plan was prepared by Del Richardson & Associates, Inc. ("DRA"). DRA has been retained as the District's relocation consultant for the Edison property acquisitions. The Plan is required by the relocation regulations, specifically, Title 25 California Code of Regulations section 6038. The Plan must be available to the property occupants (i.e., displacees) and the public for thirty (30) days prior to submission to the Board for approval.

NOTE:

A copy of the report is available in the Superintendent's Office or can be found online at [www.smmusd.org/board/meetings/html](http://www.smmusd.org/board/meetings/html).

TO: BOARD OF EDUCATION

DISCUSSION

03/19/09

FROM: TIM CUNEO/JANECE L. MAEZ/VIRGINIA I. HYATT

RE: SMMUSD RELOCATION GRIEVANCE PROCEDURES - FIRST READING

DISCUSSION ITEM NO. D.04

It is recommended that the Board of Education adopt a Relocation Grievance Procedure. Staff has prepared a draft SMMUSD Grievance Procedure for Board approval (first reading).

HISTORY:

Pursuant to Title 25 California Code of Regulations section 6150 et seq., the District is required to establish a relocation grievance procedure for handling grievances by property occupants (i.e., displacees) who are dissatisfied with the relocation benefits provided by the District. At this time, the draft grievance procedure is being presented as an informational item. It will be presented to the Board for adoption at a subsequent Board meeting.

## **SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT RELOCATION GRIEVANCE PROCEDURES**

### **A. Right of Review**

Any person who believes himself aggrieved by a determination as to eligibility, the amount of relocation payment, the failure of Santa Monica-Malibu Unified School District (the "District") to provide comparable permanent or adequate temporary replacement housing or the District's property management practices (hereinafter, "Complainant") may, at his election, have his claim reviewed and reconsidered by the Superintendent or an authorized designee (including a panel) other than the person who made the determination in question (hereinafter referred to as the "Relocation Hearing Officer").

### **B. Notification of Decision**

If the District denies or refuses to consider a claim, the District's notification to the Complainant of its determination shall inform the Complainant of its reasons and the applicable procedures for obtaining review of the decision. If necessary, such notification shall be printed in a language other than English to provide the information in the language most easily understood by the recipient.

### **C. Stages of Review**

#### **1. Request for Further Written Information**

A Complainant may request the District to provide him with a full written explanation of its determination and the basis therefore, if he feels that the explanation accompanying the payment of the claim or notice of the District's determination was incorrect or inadequate.

The District shall provide such an explanation to the Complainant within three (3) weeks of its receipt of his request.

#### **2. Informal Oral Presentation**

A Complainant may request an informal oral presentation before seeking formal review and reconsideration. The right to formal review and reconsideration shall not be conditioned upon requesting an informal oral presentation.

A request for an informal oral presentation must be filed within eighteen (18) months following the date the Complainant moves from the property or the date he receives final compensation for the property, whichever is later.

Within fifteen (15) days of the request, the District shall afford the Complainant the opportunity to make such presentation.

The Complainant may be represented by an attorney or other person of his choosing. This oral presentation shall enable the Complainant to discuss the claim with the Superintendent, or a designee (other than the person who made the initial determination) having authority to revise the initial determination on the claim. The District shall make a summary of the matters discussed in the oral presentation to be included as part of its file.

### 3. Formal Review and Reconsideration

#### a. Written Request for Review

A Complainant may file a written request for formal review and reconsideration by the Relocation Hearing Officer.

A written request for formal review and reconsideration must be filed within eighteen (18) months following the date the Complainant moves from the property or the date he receives final compensation for the property, whichever is later.

The Complainant may include in the request for review any statement of fact within the Complainant's knowledge or belief or other material which may have a bearing on the appeal. If the Complainant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefore, the Complainant should be granted additional time.

The Relocation Hearing Officer shall consider every aggrieved person's complaint regardless of form, and shall, if necessary, provide assistance in preparing the written request for review.

#### b. Notice of Procedures

When a Complainant seeks review, the Relocation Hearing Officer shall inform him that he has the right to be represented by an attorney, to present his case by oral or documentary evidence, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he has exhausted administrative appeal.

#### c. Scope of Review

The Relocation Hearing Officer shall review and consider its initial determination of the Complainant's case in light of:

- (1) All material upon which the District based its original determination including all applicable rules and regulations, except that no evidence shall be relied upon where a Complainant has been improperly denied an opportunity to controvert the evidence or cross-examine the witness;
- (2) The reasons given by the Complainant for requesting review and reconsideration of the claim;
- (3) Any additional written or relevant documentary material submitted by the Complainant;
- (4) Any further information which the Relocation Hearing Officer in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

d. Determination on Review of Relocation Hearing Officer

The determination on review of the Relocation Hearing Officer shall include:

- (1) The decision of the Relocation Hearing Officer, including any decision to modify the District's initial determination;
- (2) The factual and legal basis upon which the decision rests, including any pertinent explanation or rationale; and
- (3) A statement to the Complainant that he has the right to further administrative appeal to the Board of Education. Any appeal to the Board of Education must be made in writing within thirty (30) days of the Complainant's receipt of the decision of the Relocation Hearing Officer.

The decision of the Relocation Hearing Officer shall be in writing and shall be sent by first-class and certified mail to the Complainant.

The Relocation Hearing Officer shall issue its decision as soon as possible, but no later than six (6) weeks from receipt of the last material submitted for consideration by the Complainant or the date of the hearing, whichever is later.

In the case of complaints dismissed for untimeliness or for any other reason not based on the merits of the claim, the Relocation Hearing Officer shall furnish a written statement to the Complainant stating the reason for dismissal of the claim within two (2) weeks from receipt of the last material submitted for consideration by the Complainant or the date of the hearing, whichever is later.

4. Administrative Appeal to the Board of Education

a. Time Limit for Requesting Review

Any request for review by the Board of Education shall be filed in writing with the Relocation Hearing Officer within thirty (30) days following the date the Complainant receives notice of the decision being appealed.

b. Scope of Review

After receipt of a timely appeal by the Complainant, the Board of Education shall review and reconsider the decision of the Relocation Hearing Officer on the claim. The Board of Education may, but is not required to, conduct a hearing de novo with respect to the claim, as it deems necessary. The Complainant shall be given at least ten (10) days written notice prior to the matter being heard.

The Board of Education shall base its final decision on the claim upon the record compiled in connection with the proceedings of the Relocation Hearing Officer, and upon the record of the hearing (if any) held by the Board.

c. Final Determination on Appeal

The final determination on review by the Board of Education shall include, but is not limited to:

- (a) The Board's decision on reconsideration of the claim;
- (b) The factual and legal basis upon which the decision rests, including any pertinent explanation or rationale;
- (c) A statement to the Complainant that administrative remedies have been exhausted, and that judicial review may be sought.

The final determination of the Board of Education shall be in writing and a copy thereof shall be provided to the Complainant by certified and first-class mail.

D. Stay of Displacement Pending Final Determination

If a Complainant seeks to prevent displacement, the District shall not require the Complainant to move until at least twenty (20) days after the District has made its final determination and the Complainant has had an opportunity to seek judicial review. In all cases, the District shall notify the Complainant in writing at least twenty (20) days prior to the proposed new date of displacement.

E. Joint Complaints

Where more than one (1) person is aggrieved by the failure of the District to refer them to comparable permanent or adequate temporary replacement housing, the Complainants may join in filing a single written request for review. A determination shall be made as herein provided for each of the Complainants.

F. Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his expense at any and all stages of the proceedings.

G. Review of Files by Complainant

Except to the extent that confidentiality of materials is protected by law or its disclosure is prohibited by law, the District shall permit the Complainant to inspect all files and records bearing upon his claim or the prosecution of the Complainant's grievance. The District may impose reasonable conditions on such right to inspect. If a Complainant is improperly denied access to any relevant material bearing on the claim, such material may not be relied upon in reviewing the initial determination.

H. Recommendations by Third Party

Upon agreement between the Complainant and the District, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the District for its final determination. In reviewing the claim and making recommendations to the District, the third party or parties shall be guided by applicable relocation regulations.

I. Effect of Determination on Other Persons

The principles established in all determinations by the District shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.

J. Judicial Review

Nothing in these Grievance Procedures shall in any way preclude or limit a Complainant from seeking judicial review of his claim upon exhaustion of his administrative remedies.

K. Supplement to State Law

The Santa Monica-Malibu Unified School District Grievance Procedures herein supplement, and do not supersede, the grievance procedures in Title 25 California Code of Regulations 6152.

L. Use of Gender-Specific Terminology

The terms “he”, “him” or “his”, and any other gender-specific term, is used only due to limitations in the English language and is intended to be gender-neutral.

M. Severability

If any provision of this Grievance Procedure is invalid or unenforceable to any extent, the remainder of this Grievance Procedure shall not be affected thereby. If possible, the provision found invalid or unenforceable shall be substituted or modified, as applicable, with a reasonable procedure that complies with the pertinent law.

TO: BOARD OF EDUCATION

DISCUSSION

03/19/09

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: MEASURE BB BUDGET SCOPE - MALIBU MIDDLE AND HIGH  
SCHOOL CAMPUS IMPROVEMENTS PROJECT - PLANNING OF  
ATHLETIC FIELD LIGHTING

DISCUSSION ITEM NO. D.05

At the Board meeting of February 5, the status of the Malibu Middle and High School Campus Improvements Project was presented in *Discussion Item No. D.01*. At the Board meeting of March 5, *Recommendation No. A.37* was reviewed by the Board, but deferred to the next Board meeting for further consideration and possible action. The athletic facilities improvements for the project including field lighting were discussed. Athletic facility improvements are an "Add Alternate" for the project. This means the design for these facilities is proceeding; however, the bid and award of construction contracts for add-alternate scopes would be suspended until it was certain adequate funds remain in the program, after core program requirements have been successfully bid and awarded. At the Board meeting on March 5, 2009, the Board directed staff to begin a discussion with the Measure BB Advisory committee towards development of a process of managing add alternates across the Measure BB program.

The purpose of this agenda item is to receive direction from the Board whether or not to continue with the planning of athletic field lighting for the Malibu Project.

At the Board meeting of February 5, 2009, extensive public comment was received on the project with considerable emphasis placed upon the character and operating plans for the proposed athletic field lighting. A public workshop on March 2, 2009, was held at Malibu High School Library to present a new updated operating plan for educational purposes only. A briefing was provided at the March 5, 2009, Board meeting.

That plan included 50 nights and 110 hours of operation of the lights to provide for unmet educational uses for regular season sports including Title 9 requirements. Additional post-season needs including up to 2 special events would increase the total use to 82 nights and 185 hours of operation if and only if every sports team extended its season to CIF finals including home field advantage.



Based on discussion at the March 5, 2009, meeting, the following actions will be taken:

A. The District shall form a working group with representatives from the Site Building Committee for the Malibu Project, Measure BB Advisory Committee members, members of the community and City of Malibu. The purpose of the committee is to advance previous discussions about the proposed operating plan as well specific conditions for monitoring and compliance. The goal of the working group is to return to the Board meeting on May 7, 2009, in Malibu to present a comprehensive operating plan with specific controls and procedures for ensuring that the operation of the field lighting will not exceed the self-imposed limits.

1. The proposed operating plan for the field lighting will be limited to educational purposes only. The operating plan will accommodate all Title 9 requirements.
2. Any future proposals by the City of Malibu or other third party users would require a separate CEQA evaluation and Coastal Development Permit amendment directly to the Coastal Commission as a separate project as defined by CEQA and other statutes. The District will not be a proponent for uses beyond educational purposes and will not be a Lead Agency as defined by CEQA for any such proposed project/activity.
3. The field lighting design will take into account all best practices including proper illumination of the playing field surfaces, avoidance of glare and light spill, all required environmental analysis including review for consistency with the Coastal Act provisions and the governing amendment process.
4. Staff will return to the Board at the May 7, 2009, meeting with a defined operating plan that has been thoroughly reviewed with the public and school community.
5. The plan will include specific mitigations to limit the operation of the lights including number of nights of operation, number of hours of operation, operational controls and such other requirements that may be appropriate to develop a thorough and manageable mitigation monitoring program for the operation of the field lighting consistent with educational requirements.
6. Rules of operation may include posted signage describing regulations, opportunities for community and/or other third party oversight of the operations, and binding requirements with penalties for non-compliance.
7. The conditions of the Coastal Development Permit amendment allowing for permanent lighting of the fields will include reference to such binding self-imposed conditions controlling operation of the field lighting.

B. Staff and consultants shall continue with the completion of design, environmental analysis, and California Coastal Commission amendment application for the athletic field lights.

The budget allocation for the project is not effected by this action since it is an Add Alternate scope in the Measure BB program budget.

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## **ATTACHMENTS**

ATTACHED ARE THE FOLLOWING DOCUMENTS:

- Letter to the Exposition Metro Line Construction Authority  
(*associated with Recommendation No. A.22*)
- Presentation: "Exposition Light Rail Project: Phase II  
Santa Monica" (*associated with Recommendation No. A.22*)
- Resolution No. 08-30: "Resolution Authorizing and Approving  
the Borrowing of Funds for Fiscal Year 2009-2010; the  
Issuance and Sale of a 2009-2010 Tax and Revenue  
Anticipation Note Therefore and Participation in the  
California Education Notes Program" (*associated with  
Recommendation No. A.21*)
- Document: "Edison Language Academy Project"

[ LETTERHEAD ]

DATE: March 19, 2009

Monica Born, P.E., Project Director  
Exposition Corridor Transit Project Phase 2  
Exposition Metro Line Construction Authority  
707 Wilshire Boulevard, Suite 3400  
Los Angeles, CA 90017  
Also Emailed to Phase2@exporail.net

Dear Ms. Born:

Thank you for the opportunity to comment as an affected public agency and major employer, on the Exposition Phase 2 Project between Culver City and Santa Monica. In addition to the comments below, the District presented verbal comments at the **February 18, 2009** Expo hearing and at the Santa Monica City Council hearing on **March 3, 2009**. We especially appreciate your offer to meet with District officials and City staff on **March 12** to discuss consultation with the School District, Expo and the City of Santa Monica as you move ahead with alignment and station planning and prepare the Final EIR identifying potential impacts and mitigation measures in response to comments on the DEIR.

The **Santa Monica-Malibu Unified School District** strongly supports construction the Expo Phase 2 Light Rail Project for the expanded sustainable transportation options it will provide to our students, staff, parents and community members. Expo light rail service will improve access to cultural, recreational, educational and athletic opportunities within the Westside and the larger Los Angeles County area while reducing travel time, cost, and congestion.

**SMMUSD supports the Colorado alignment over the Olympic alignment.** Routing the light rail along Colorado better serves an area with dense mixed-use development. The Olympic alignment would have negative noise and visual impacts from the aerial downtown station and elevated rail line on both Santa Monica High School and the District-owned Doubletree hotel. The elevated rail structure also potentially conflicts with the proposed bicycle and pedestrian bridge across the freeway to Santa Monica High at Seventh Street. This bridge is needed to provide a safe route over the I-10 for pedestrians and cyclists, which avoids hazards at the freeway on



and off ramps at 4<sup>th</sup> Street and Lincoln Avenue.

## SAFETY HAZARDS FOR SCHOOL AGE CHILDREN

Parents have expressed serious concerns about increased **hazards of injury from LRT collisions with pedestrians and cyclists, especially school age children**. While no District schools are located directly adjacent to the Colorado or Olympic alignment, within a quarter mile of stations are: McKinley Elementary, Edison Elementary, and Santa Monica High School. Both Santa Monica middle schools, John Adams and Lincoln, are located just over half a mile from the 17<sup>th</sup> Street Station, on the heavily used Mini Blue Crosstown Ride route. Many of these students walk, skateboard, bike or take transit unaccompanied to and from school, home and after school activities. They are potentially at risk from collision with the LRVs or from traffic congestion and loss of visibility at crossings related to the light rail line.

Many District students also participate in programs at the Police Activities League at Olympic and 14<sup>th</sup>, or in after school, weekend and summer sports programs at Memorial Field, located between the Colorado and Olympic rail alignments. Parents at Crossroads School have expressed concerns about potential dangers from trains to their students and school staff who must cross Olympic between their two facilities frequently each day. District staff, students, parents and teachers working or attending meetings and training at the District offices are also exposed to hazards from such collisions.

Section 3.15.5 Safety and Security describes in remarkably few pages the potential dangers of pedestrians being struck by LRT or other vehicles at station stops or in crossing the right of way. The section does not acknowledge the **increased hazards for younger and school age children**, who lack experience in depth and speed perception, knowledge of traffic rules, and the height, speed and judgment to escape potential hazards. Given that this issue was the subject of controversy in Phase 1, which travels past several LAUSD campuses, the analysis of safety hazards for school children, especially at school start and dismissal time, is particularly essential. Presumably traffic hazards to school age children would be generally reduced under the Colorado alignment, primarily because most existing facilities serving school age children are on Olympic, and vehicular traffic travels faster there, thus increasing risk of serious injury.

A **more complete analysis of traffic hazards and of potential mitigation measures** should be included in the FEIR to study this important issue. Among the mitigation measures, which should be included, should be ongoing Expo funding for **traffic safety training for all school children** in the affected school districts or in schools within ½ mile of the rail line in LAUSD, Culver City Unified, and SMMUSD. This training should be provided to students at elementary, middle and high schools and include age-appropriate training in safe pedestrian and rail transit use, including crossing rail right of ways and navigating station area transfers on foot, bicycle, and bus. While the DEIR mentions the Rail Safety and Outreach Department programs including the Rail Safety Education Program and the Orientation Safety Program on page 3.15-6, there is no commitment in the form of a mitigation measure to provide these programs to schools likely to face increased hazards along the rail alignment. In addition, **any safety mitigation measures instituted at or near schools on Phase 1** should be instituted at the 4<sup>th</sup> and Colorado and 17<sup>th</sup> Street Stations, given the high amount of use by school age children.

### **PUC Exception Request for Reduced Right of Way to Preserve Parking on Colorado**

We support further analysis in the FEIR of the City of Santa Monica request for a PUC exception to provide a narrower 24 foot rail right of way with the Colorado alignment. We understand this narrower right of way would be consistent with other light rail systems, in order to retain parking on both sides of Colorado. Preserving the on street parking on both sides would help alleviate the existing shortage of public parking which impacts daily operations and public meetings at the District office.

However, any safety implications of the decreased right of way, which might increase potential danger in crossings, **should be carefully addressed in the FEIR** so the tradeoffs between retaining parking and potential danger to pedestrians, especially school age children, can be assessed. These potential dangers require careful study and consideration in design, particularly in the area around Memorial Park, near the 17<sup>th</sup> Street station, attracts many school age children, often without accompanying adults.

### **Addition Pedestrian Crossings and Station Access between 14<sup>th</sup> and 17<sup>th</sup> Street**

While pedestrians, cyclists and vehicles can currently cross Colorado at 16<sup>th</sup>, the map shows that for the Colorado alignment, the 17<sup>th</sup> Street platform and design of medians will prohibit this movement. The DEIR does not clarify the potential impacts from the project on the safety and convenience of pedestrian access, nor does it include a discussion of where fences along the right of way might be erected to physically prohibit pedestrian crossings in this heavily used area.

We understand there are concerns by the City of Santa Monica about not including fencing of the right of way and maximizing additional pedestrian crossings beyond the currently signalized intersections. We were referred to page 3.2-33 when asking about whether additional pedestrian crossings would be available in addition to 14<sup>th</sup> Street and 17<sup>th</sup> Street to serve youth programs and activities at Memorial Park, and the District Office.

We feel there should be further discussion of this safety issue to inform decision makers and the next phase of the project. Due to the anticipated very heavy use by Santa Monica College and hospital staff, it may be important to provide an additional pedestrian crossing at 15<sup>th</sup> Street or 16<sup>th</sup> Street to supplement the 14<sup>th</sup> Street and 17<sup>th</sup> Street signalized crossings and allow station loading from both ends of the platform. At such additional crossings, median refuges, signal lights and other safety features should be considered.

### **Safe Routes to School and Metro Rail Safety Education for Santa Monica Schools**

The discussion of the Expo project on **Safe Routes to School impacts** on p. 3.2-84 considers only the LADOT SRTS routes identified within the City of Los Angeles. While Santa Monica does not have the same system, the District and City of Santa Monica have ongoing Safe Routes collaborations. Routes used by school children walking and cycling across the rail right of way include Stewart, 26<sup>th</sup>, Cloverfield, 20<sup>th</sup>, 17<sup>th</sup>, 14<sup>th</sup>, 11<sup>th</sup>, Lincoln and 4<sup>th</sup> Street. Both middle and high schools have significant numbers of student cyclists as well as pedestrians and transit users.

Most of the safety mitigation measures identified in the DEIR involve gates and signals which would not apply with the street-running, traffic signal controlled type of service to be provided in most of Santa Monica. Safety data for the Gold Line may not be fully comparable, since this system combines gated and ungated segments.

We propose that as a mitigation measure for potential safety risks, the FEIR include providing the **Metro Rail Safety Education Program to all school age children in Santa Monica**, with an emphasis on the type of crossings and safety tips for the street-running, traffic signal controlled trains near their homes and schools. In preparing these comments, we consulted Barbara Burns from the Metro Rail Safety Programs. She stated that the program includes all schools within 1.5 miles of the alignment. This might exclude some Santa Monica schools, so we are requesting all students be provided with full range of age-appropriate programs.

According to Ms. Burns, Metro begins with education programs one full year in advance of the start of service and continues to provide them once or twice a year for all schools. In addition, Metro offers system-specific videos and walking trips which assure that students are familiar with the specific crossings in their area. The training covers the correct behavior for pedestrians, cyclists and motorists at rail crossings. In addition, there are programs which allow students and

teachers to take short field trips on transit to learn transit user skills as well. We would like to express our strong support for this safety education and our desire that all students in Santa Monica participate. In addition, due to the growing number of student cyclists, **we request Metro provide bicycle safety training in advance of the specialized rail crossing safety training.** By assuring our students know the rules of the road for cycling and the specific safety procedures for crossing the rail line, we can provide them with the tools to understand the hazards involved in both cycling and rail transit and use both transportation modes more safely.

#### BEACH AND HOLIDAY PEAK PERIOD TRAFFIC AND PARKING IMPACTS

The calculation of potential Expo-related traffic and parking impacts on the Colorado and Fourth station area includes typical commute related peak periods, but completely disregards the extremely high levels of tourist and holiday shopping and entertainment activity in Santa Monica. The calculation risks seriously underestimating the amount of traffic congestion, pedestrian volumes, parking and bicycle activity that might be created at this station.

We request that in addition to the analysis in the DEIR, additional analysis of summer weekend peak traffic and pre-Christmas holiday shopping and entertainment demands be included. Both of these periods are likely to bring the Expo ridership to capacity, while simultaneously filling parking garages and attracting record numbers of motorists. A similar analysis is needed at the 17<sup>th</sup> Street Station to manage SMC students plus hospital and other employment related demand. This capacity analysis will be important to design the stations, parking facilities, transit, pedestrian and bicycle facilities to accommodate true peak demand as well as daily commute trips.

#### IMPORTANCE OF PARKING MANAGEMENT AND MULTI-MODAL TRANSFER AT STATIONS

Realizing the full potential of the Expo line to reduce traffic congestion will require careful **parking management and provision of convenient and safe bicycle, pedestrian and bus transfer facilities** at each station. If large numbers of people drive to the stations to “park and ride” rather than walk, bike, take the bus or carpool, substantial negative impacts to traffic congestion, pedestrian and bicycle safety and parking supply will occur at all three Santa Monica stations. The FEIR should discuss essential features needed to minimize auto trip generation at stations and identify development of Transportation Demand Management programs as a mitigation measure for potential parking and traffic congestion impacts at all stations.

##### **Parking Needs at Stations:**

City of Santa Monica staff is currently undertaking a comprehensive analysis of parking for the downtown area and the parking assumptions and needs at the other two stations through station area planning efforts. City Staff will provide recommendations to City Council before the Expo Authority has established parking recommendations as part of the “Final” project.

The DEIR includes 225-250 surface park-and-ride spaces on the City’s Sears Automotive site. A more efficient and environmentally sound strategy for Downtown would be shared use of the combined pool of parking for the Downtown and Civic Center Area. Among the possibilities for shared parking use are up to 490 spaces to be provided in a proposed new garage under a new football field on the Santa Monica High School campus near Olympic and 5<sup>th</sup> Street, and possibly some parking as part of a transit-oriented development (TOD) at the station.

Currently the DEIR assumes approximately 70 spaces at the 17<sup>th</sup> Street Station for the Colorado alignment and no spaces at the Bergamot Station. The District is concerned that the parking provided is inadequate to the potential demand, and that the surrounding streets are likely to be impacted by overflow parking.



**Parking Charges at Stations:**

Metro, the future rail operator, should seek a waiver or revision to the current policy of providing park-and-ride spaces free of charge. Free parking will encourage people to drive to the stations and increase auto traffic near the stations. Pricing for City of Santa Monica-owned spaces would be determined by the City, and would be part of an integrated parking management strategy. To encourage patrons to access stations through alternative means, Santa Monica intends to serve the stations through enhanced Big Blue Bus community transit service, bicycle and pedestrian amenities. Station area planning will also explore the accommodation of “kiss-and-ride” drop-off locations.

**DOWNTOWN STATION AREA PLANNING**

The **Downtown station at Colorado and 4<sup>th</sup> Station** should be designed to provide convenient transfers to Big Blue Bus and Metro buses to local schools, with adequate bicycle parking, a Bike Station for bike rental and repair, and direct connections to safe bicycle routes through the downtown area. **Bicycle safety improvements** such as bicycle routes or lanes on Fourth Street and connections to bicycle routes in the downtown station area can reduce the traffic safety hazards of increased station area traffic. Special effort is needed to address the significant hazards cyclists and pedestrian face at Colorado and Fourth Street due to heavy automobile traffic and limited routes across the I-10 freeway. Station design might include bicycle access from 5<sup>th</sup> Street as well. Rebuilding of a former bicycle/pedestrian bridge over the I-10 at 7<sup>th</sup> Street has been proposed to facilitate N-S access for cyclists, and Expo plans should not preclude implementation of this project, which would provide a safe route directly into the Samohi campus.

**Santa Monica High** is currently working with City of Santa Monica staff to identify potential pedestrian and bicycle safety improvements around the school. The school has high rate of walking (20%), biking (5%) and bus use (50%) by students to get to and from school, and is working to increase these rates. **Pedestrian crossing improvements** could be implemented with Expo construction as mitigations to potential Expo impacts on pedestrian and bicycle safety. Potential improvement areas include 4<sup>th</sup> and Colorado and 4<sup>th</sup> Street at the WB I-10 exit ramp to 4<sup>th</sup> Street and EB I-10 on-ramp and Olympic Boulevard. Improvements such as median refuges, curb extensions, count-down crossing signals, improved lighting, flashing pedestrian crossing signals and other measures should be considered, given the anticipated increase in pedestrian use and in traffic to the station due to the Expo station at 4<sup>th</sup> and Colorado.

**17<sup>th</sup> STREET + COLORADO STATION**

The **Colorado and 17<sup>th</sup> Street Station** as proposed will restrict access and exiting from Colorado to the District office entrance at 1651 16<sup>th</sup> Street, between Colorado and Olympic. The exit from 16<sup>th</sup> Street eastbound may be restricted by congestion from loading for shuttles serving SMC and nearby hospitals. The 70 spaces at this location will need to be managed in coordination with nearby parking to avoid exacerbating existing parking shortage in the area.

The 17<sup>th</sup> Street Station, through it is not located a major employment center, will experience very heavy use by Santa Monica College's 30,000 students and 24 hour use by shift employees of the both UCLA - Santa Monica and Saint John's Hospitals and affiliated medical offices. It is imperative that Expo work closely with the City of Santa Monica, Big Blue Bus and nearby uses such as the School District, SMC and hospitals to assure that this station functions smoothly and safely using primarily shuttle, bicycle and pedestrian access without immobilizing traffic. Given the late night and early morning hospital worker use, station design may need to include lighted weather protected areas and perhaps a police substation.

The 17<sup>th</sup> Street station, along with the 4<sup>th</sup> and Colorado Station, would be great locations for **secure bike parking, low cost bike rental, and minor repair services**. The 17<sup>th</sup> Street location in particular offers great bike potential, with the heavy use by SMC students, students at the two middle schools, and Memorial Park based youth programs.

Currently, 17<sup>th</sup> Street provides one of very few north-south streets with bicycle lanes in the City. It is clear that with the increased shuttle and auto traffic expected with the new station, it will be important to develop **additional bicycle lanes on 14<sup>th</sup> Street and 20<sup>th</sup> Street** to serve cyclists not specifically headed for the station.

## 26<sup>th</sup> + OLYMPIC STATION

**The 26<sup>th</sup> and Olympic Station** plans are very poorly developed, with no vehicular access or drop off identified, very limited opportunities for safe bus loading or transfers, and very poor pedestrian and bicycle access. Some major pedestrian safety improvements are needed to address the difficulties for pedestrians to approach the station. The intersection at 26<sup>th</sup> and Olympic is very difficult for pedestrians to cross, with several left turn lanes and long crossing distances. **Several segments of the sidewalk system are completely missing on the south side of Olympic,**

This station would potentially serve students, parents and teachers at Edison Elementary School and Grant Elementary School as well as at McKinley and Franklin Elementary Schools. Edison, due to its Spanish immersion program, has a number of students who live east of Santa Monica in Los Angeles. The station location does not provide any convenient way for parents and students arriving by light rail to take the bus or walk from the station to the school, located between Stewart and Cloverfield on Kansas, without walking along Cloverfield, past the dump and freeway on and off ramps.

**Bicycle access to the 26<sup>th</sup> and Olympic Station** is even more difficult, as there are narrow right hand lanes with no bike lanes on either 26<sup>th</sup> or Olympic. One interesting possibility is to extend a pedestrian and bikeway extending from Michigan Avenue through a “tunnel” or partial removal of the rear of an existing building to link through to Stewart Street. This would provide access for pedestrians and cyclists to Edison Elementary and to the SMC parking lot. Additional improvements may be needed to assure safe pedestrian and bicycle crossing at Stewart and Olympic, especially with the hazard of additional trains if the maintenance yard is located there.

**Shuttle and bus transfers** at the 26<sup>th</sup> and Olympic Station will be very difficult to accommodate without using a large portion of Bergamot Station, which will also be needed to accommodate some form of vehicular drop off area, especially given the proposed lack of parking. There is currently no transit on 26<sup>th</sup> Street; however clearly at least a **Mini-Blue bus shuttle** would be needed to connect the station to the schools and destinations accessible via 26<sup>th</sup> Street as far as San Vicente to the North and along Cloverfield to Ocean Park Boulevard on the south.

Without significant improvements to provide viable bus transfer facilities, safer bicycle and pedestrian access, and some parking and drop off areas, **this station may be underutilized** despite many potential nearby users just beyond walking distance of the station. Due to its isolated location and proximity to the recycling center and a homeless services center, it will be important to provide **activity and security at the station** to attract other patrons, particularly in early morning and evening hours. This station requires intensive additional study by Expo, the City, SMC and other stakeholders such as the Watergarden and Arboretum to resolve multiple access and safety challenges.

## INTEGRATE BIKEWAY IN DESIGN + CONSTRUCTION

**Expo Bikeway Exclusion from Light Rail Project:** We are concerned that in order to avoid the cost and delay of NEPA compliance for the light rail project, the accompanying bikeway paralleling the line has been taken out of the project and the DEIR. The bikeway provides an effective mitigation measure for the increased traffic generated at stations, as the bikeway and its connections to the larger bicycle network are integral to providing quiet, green and healthy access to stations without the noise, parking and congestion of transit or autos.

**Funding and Leadership for Bikeway Environmental Clearance:** We urge the Expo Authority, Metro Board and the Cities of Santa Monica, Culver City and Los Angeles to act promptly to identify the funding and lead agency for integrated NEPA/CEQA compliance for the bikeway project. If this effort is initiated soon, it should be possible to complete the bikeway environmental clearance while Expo CEQA clearance is occurring, avoiding delay to either project.

**The bikeway design and NEPA/CEQA review process** should utilize previous studies where possible and be certified in time to be designed and constructed along with the light rail project. Samantha Bricker, Expo COO, has confirmed that the special studies that Expo completed when they were anticipating doing NEPA clearance prior to passage of Measure R could be made available to the cities to assist in their environmental clearance work. At recent Expo public meetings we were told it is the goal of Rick Thorpe, Expo CEO, to have one contract that includes both the LRT and bikeway construction. We understand that Mr. Thorpe has given direction to coordinate with the cities on the bikeway design and to allocate funding for this coordination.

**Metro, Expo and the Cities of Santa Monica, Los Angeles and Culver City** should work to address several design problems with the proposed bikeway route. The bikeway route should be designed to avoid detours at the proposed maintenance yard, ideally by relocating the maintenance yard to another location away from residential areas, or by providing a more direct route for cyclists on the Olympic side of the property. Options for revising the Expo Bike path alignment require further study by City of Santa Monica and Expo staff because the proposed maintenance yard and the narrow right-of-way between Stewart and 26<sup>th</sup> Streets prevent a Class I pathway from remaining on the ROW. Marked bike lanes or a separate bikeway should be provided to avoid unprotected mixed flow of cyclists with the heavy, high speed vehicular traffic on Olympic. Expo Authority staff has indicated that they would consider evaluating a Bergamot Station design variation with a split platform (rather than center platform) to narrow the track configuration and potentially create enough space to accommodate the bike path between Stewart and 26<sup>th</sup> Streets. The Expo Authority has also suggested that the City could bring a pathway through the City-owned Bergamot property if the Bergamot site is redeveloped. While the bike path could leave the right-of-way at Stewart Street and proceed with a Class II bike lane on Stewart Street northward to connect with the Broadway bike lane, this option would not provide bike access to the station. We welcome City of Santa Monica plans to hold a Community Transportation Workshop this spring so the bike path routing options can be addressed along with station access and facilities for bicycles.

**Potentially hazardous crossings of the bike route shown in the DEIR** where the bikeway crosses major intersections, including Pico-Gateway and Cloverfield-Olympic, require further study of a range of options. Alternatives for grade separated crossings, especially at Sawtelle and Pico and perhaps Cloverfield, should be considered by the Cities in close consultation with Expo to evaluate designs and costs in order to facilitate final design and construction integration with elevated LRT segments. If the grade separated bikeway crossing options are not deemed feasible or desirable, alternatives which might include special signalization and intersection design to facilitate bicycle crossings should be considered along with other design features to integrate road marking and signage to increase cyclist safety.

## SUMMARY

In conclusion, the Santa Monica Malibu Unified School District has reviewed the DEIR document and strongly supports construction of the Expo project with the Colorado alignment. We have significant concerns about the adequacy of the DEIR analysis and proposed mitigation measures for potential traffic and parking impacts and pedestrian and bicycle safety hazards, particularly for school age children traveling unaccompanied on foot, bike or transit to school, home or after-school activities.

To respond to these concerns, we urge that additional mitigation measures and design features be included in station area planning to address the following potential impacts:

- 1) Safety of school age children at crossings and stations, and convenient and safe pedestrian access to protect from hazards from Light Rail Vehicles, buses and vehicles in station areas. Mitigation should include bicycle and rail transit safety education in all Santa Monica schools.
- 2) Convenient and safe bicycle route connections, including Expo and Metro assistance to assure completion of design and environmental review for the Expo bikeway and constructing connections from all stations to a larger bicycle route network.
- 3) Close coordination with Big Blue Bus, SMMUSD and other major employers to provide frequent, convenient bus or shuttle connections to reduce auto travel generation at all stations. Mitigations should include designated transit transfer areas and service developed in coordination with the above parties, including Santa Monica College, the District, and the hospitals.
- 4) Coordinated management of parking in the station areas to support use of sustainable transportation options including walking, biking, buses, carpools and kiss and ride. Development of an efficient management plan for Metro, public and shared parking areas to avoid impacting existing District facilities and schools in areas with insufficient public and on street parking.
- 5) Close consultation with the SMMUSD during station area design for all three stations given proximity to schools and other District owned facilities, with particularly close consultation at 17<sup>th</sup> Street and 4<sup>th</sup> Street stations in view of proximity to District Office, Santa Monica High and District-owned Doubletree hotel.

We appreciate the opportunity to comment and look forward to close consultation with Expo, the City, and SMC to assure that Expo design minimizes potential negative impacts and achieves its full potential to provide sustainable transportation to Santa Monica and the larger region.

Sincerely,

Tim Cuneo, Superintendent of Schools  
Santa Monica Malibu Unified School District

Ralph Mechur, President,  
SMMUSD Board of Education

Cc: Santa Monica City Council  
Planning Commission and Recreation and Park Commission  
P. Lamont Ewell, City Manager  
Andy Agle, Housing and Economic Development Director  
Eileen Fogarty, Director, Planning + Community Environment  
Ellen Gelbard, Assistant Director, PCD  
Beth Rolandson, Senior Transportation Planner  
Barbara Stinchfield, Director, Community and Cultural Services  
Karen Ginsberg, Assistant Director, CCS  
Elizabeth Stearns, PTSA President  
Stephen Saks, Measure BB Committee Co-Chair, PTSA  
Don Girard, Santa Monica College Monica Born, Expo Authority  
Barbara Burns, Metro Safety Programs  
Lynn Goldsmith, Metro Bicycle Programs



# Exposition Light Rail Project: Phase II Santa Monica

## Two Alternatives Studied in the City of Santa Monica:

- Olympic Boulevard Alignment
- Colorado Avenue Alignment

City Council requested study of a second at-grade alignment along Colorado Avenue:

- Potential for at-grade (pedestrian level) station in Downtown rather than large aerial structure
- Avoids taking Coral trees and landscaped median island in the middle of Olympic Boulevard







# Exposition Light Rail Project: Phase II Santa Monica

## Bergamot Station

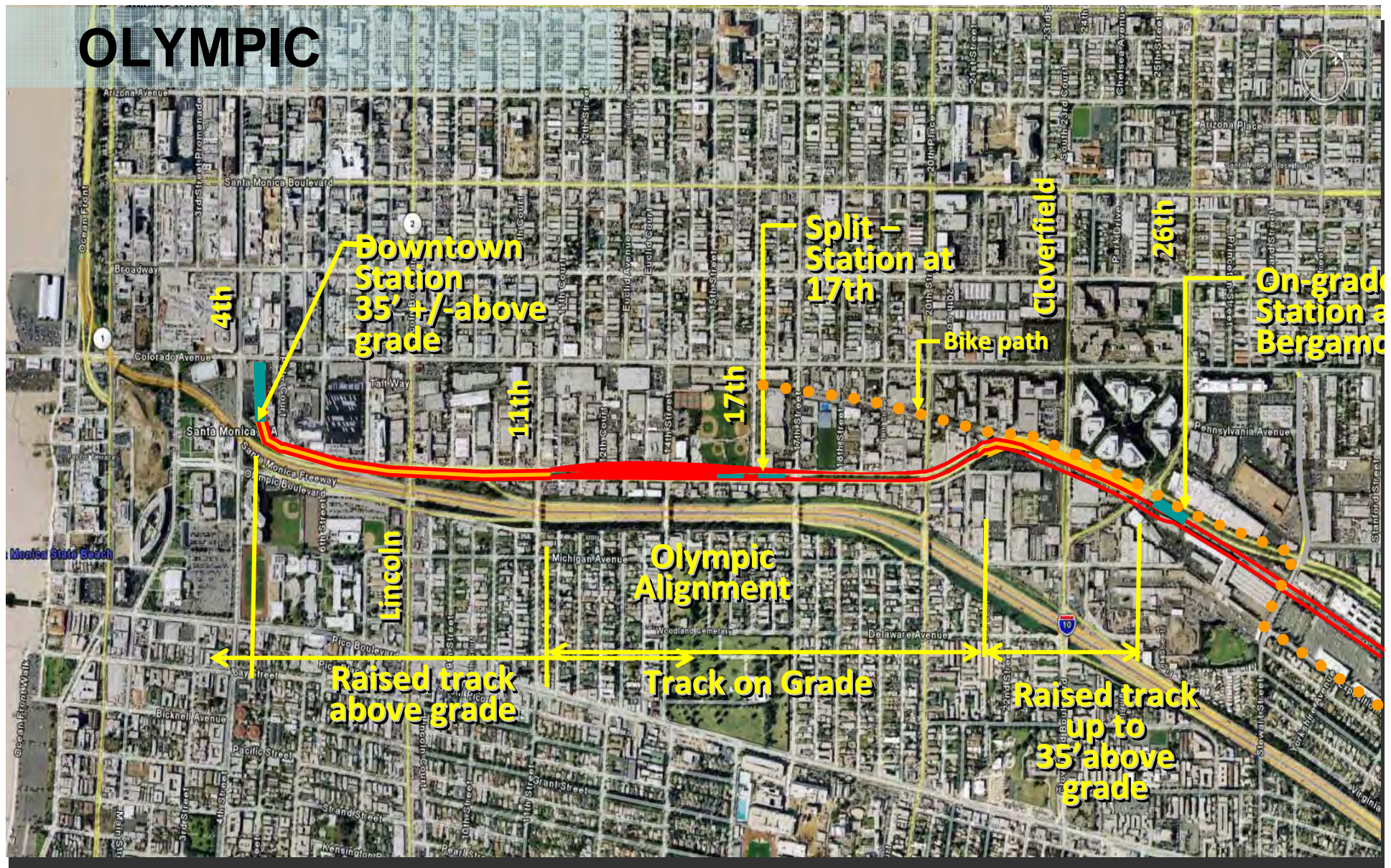
- Station location the same for both alignments
- East of 26th Street
- Station at-grade
- No parking proposed







# Exposition Light Rail Project: Phase II Santa Monica



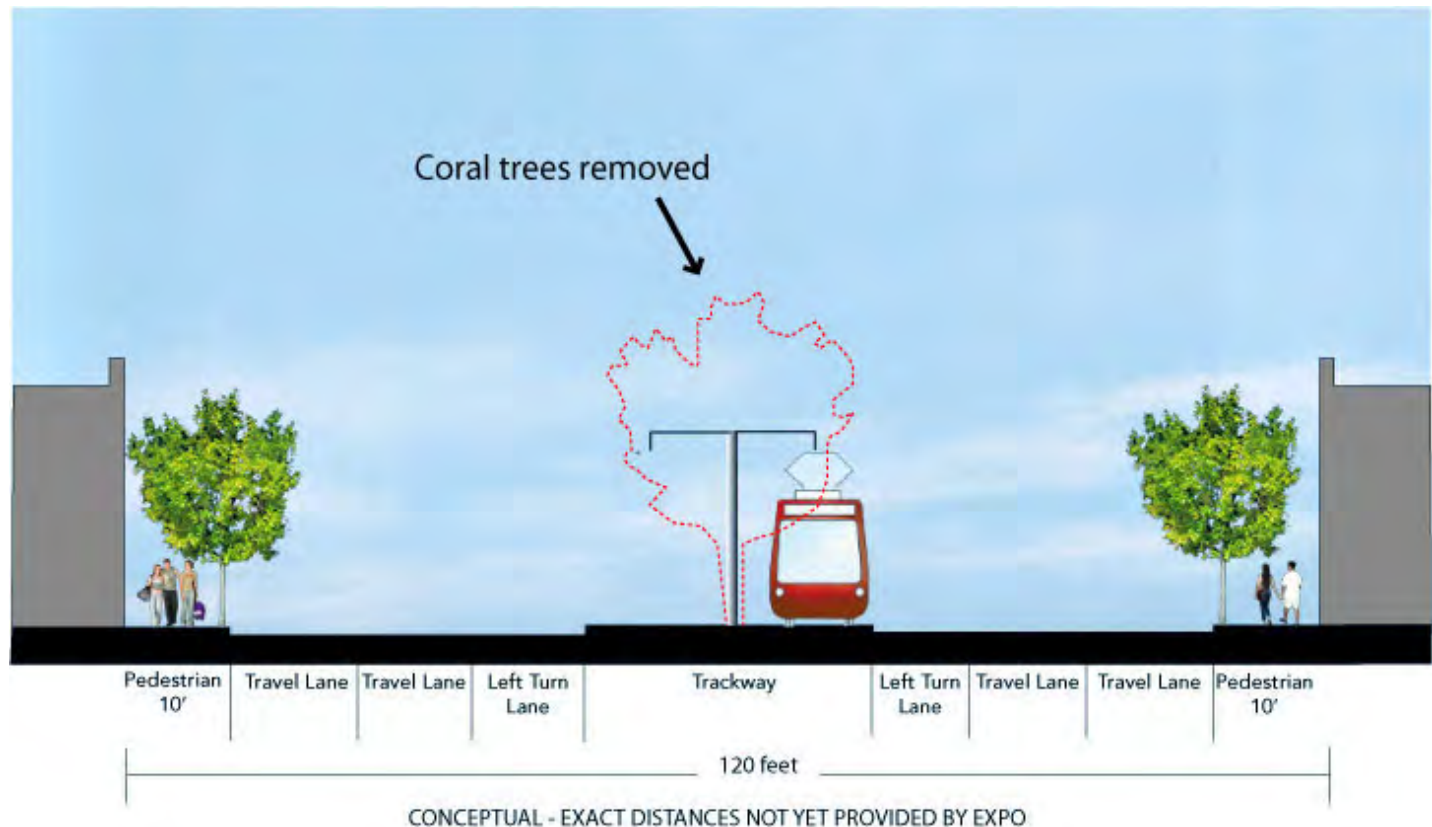




# Exposition Light Rail Project: Phase II Santa Monica

## OLYMPIC

- Dual tracks in the median
- Left-turn lanes preserved
- Loss of all 44 Coral trees
- Loss of all on-street parking spaces (approximately 123 spaces)







# Exposition Light Rail Project: Phase II Santa Monica

## Olympic Boulevard Alignment Mid-City Station

- At 17<sup>th</sup> Street (at-grade) in middle of Olympic Boulevard
- “Split platform” configuration: eastbound platform east of 17<sup>th</sup> Street & westbound platform west of 17<sup>th</sup> Street



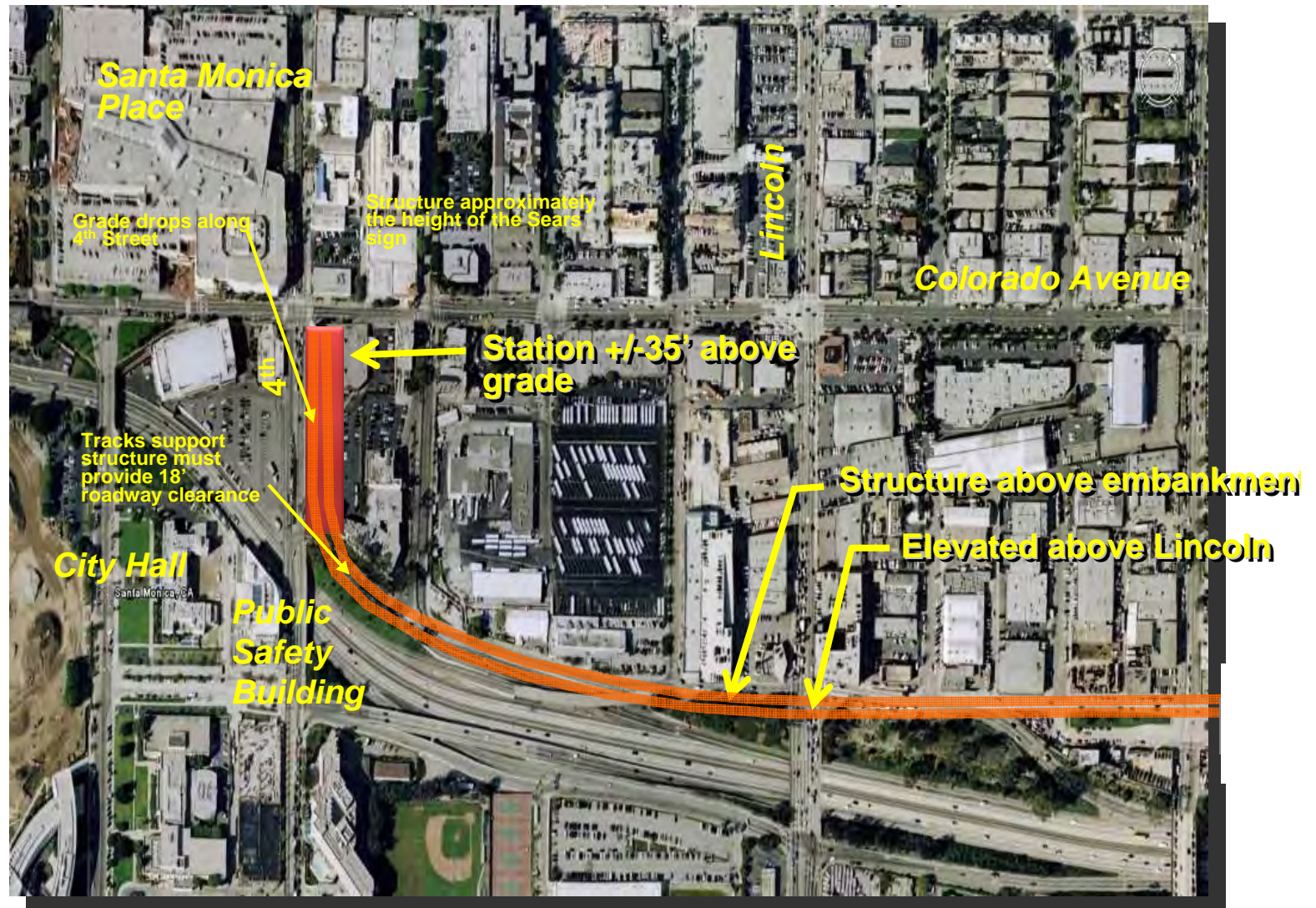




# Exposition Light Rail Project: Phase II Santa Monica

## Olympic Boulevard Alignment into Downtown

- ½+ mile elevated segment starting west of 11<sup>th</sup> Street into Downtown
- Downtown Station - Aerial station 35+ feet above street level at 4<sup>th</sup> & Colorado
- Located on City owned property at 4th Street and Colorado (Sears Automotive site)
- Assumes 250 at-grade park-and-ride spaces





# Exposition Light Rail Project: Phase II Santa Monica

## Olympic Boulevard Alignment Downtown Station

- Aerial Station platform would be more than 35 feet above sidewalk
- Wider structure than most because of third platform requirement (end of line)
- Aerial is only option for Olympic alignment because of topography







# Exposition Light Rail Project: Phase II Santa Monica

## COLORADO







# Exposition Light Rail Project: Phase II Santa Monica

## Colorado Boulevard Alignment Mid-City Station

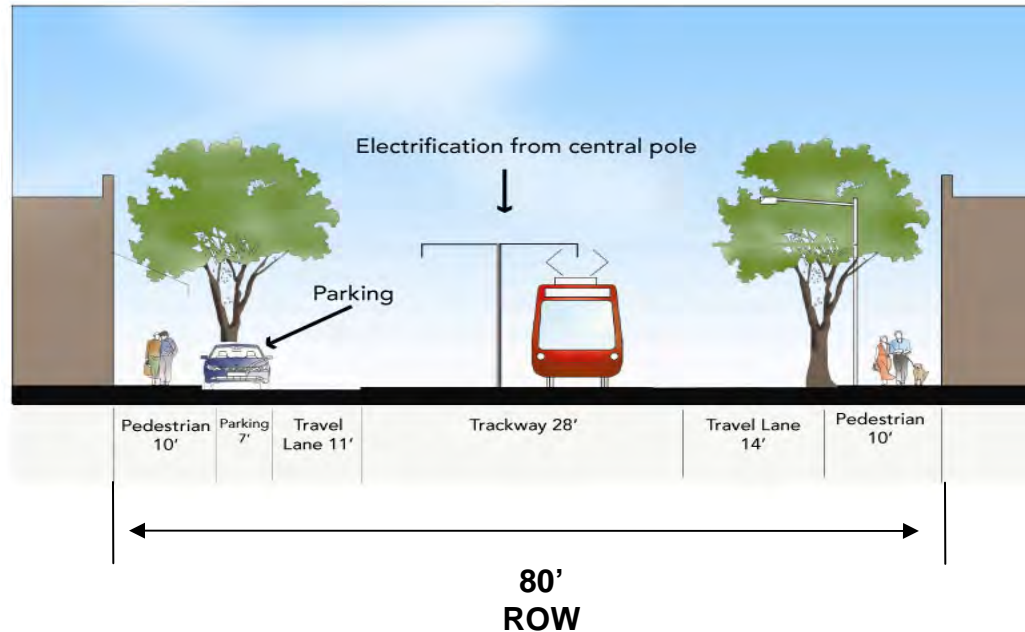
- Station platform in middle of Colorado Avenue west of 17th Street
- 70 parking spaces are proposed for this station location.





# Exposition Light Rail Project: Phase II Santa Monica

## COLORADO



### Colorado Street Section as Proposed

- Preserves on-street parking on north side - loss of approximately 75 spaces on south side
- Removal of one travel lane in each direction from 17<sup>th</sup> Street to 4<sup>th</sup> Street





# Exposition Light Rail Project: Phase II Santa Monica

## Colorado Alignment Downtown Station

- Located at-grade on City owned property at 4th Street and Colorado (Sears Automotive site)
- Assumes 225 at-grade park-and-ride spaces



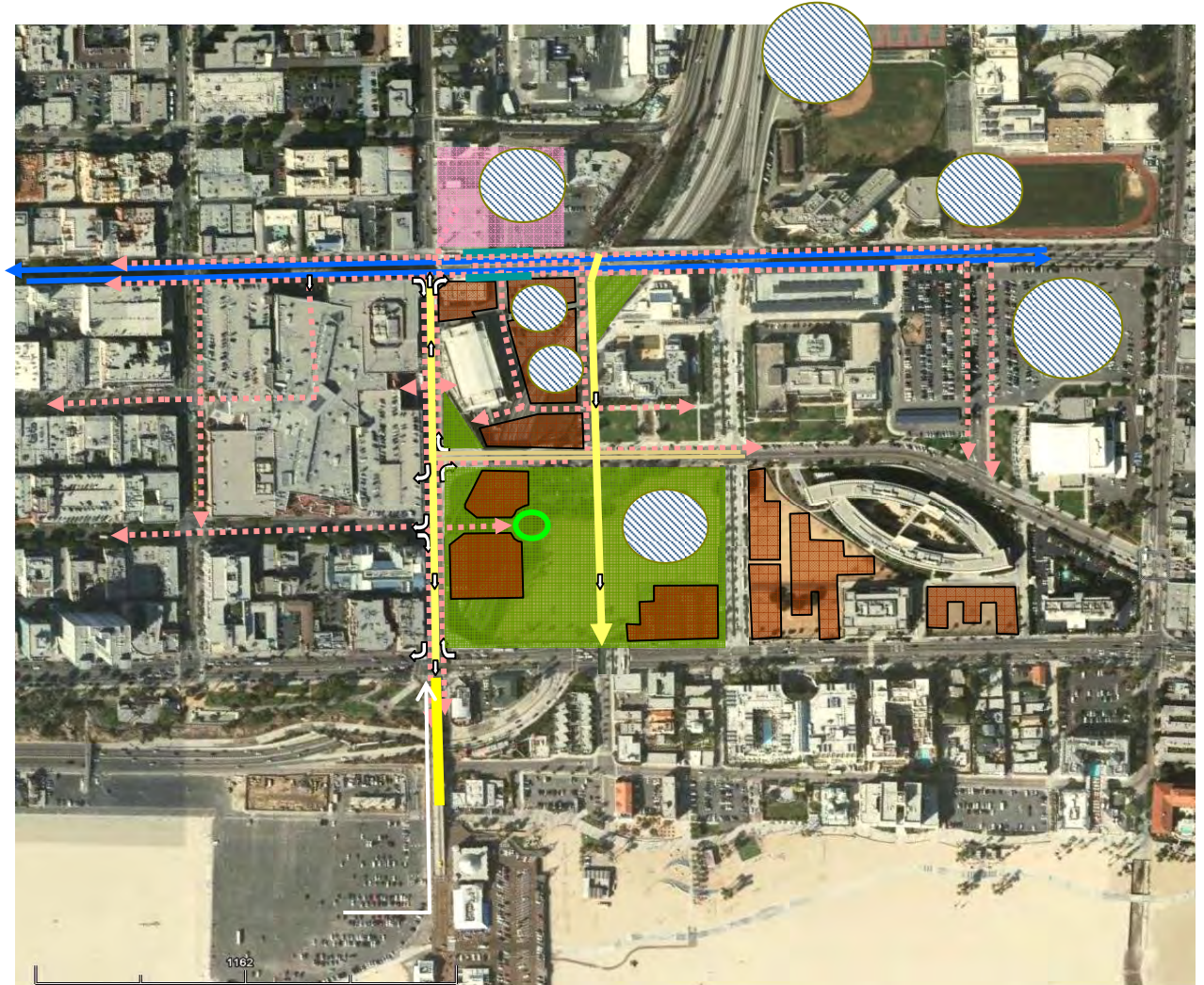




# Exposition Light Rail Project: Phase II Santa Monica

## PARKING?

- Expo assumes 225-250 surface parking spaces downtown, given free to Expo riders.
- Better strategy: Downtown station access plan, including all modes and shared parking





**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT RESOLUTION**

**NUMBER 08-30**

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING  
OF FUNDS FOR FISCAL YEAR 2009-2010; THE ISSUANCE AND SALE  
OF A 2009-2010 TAX AND REVENUE ANTICIPATION NOTE  
THEREFORE AND PARTICIPATION IN THE CALIFORNIA  
EDUCATION NOTES PROGRAM**

**WHEREAS**, school districts are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the Governing Board (the "Legislative Body") of the school district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to its fiscal year ending June 30, 2010 ("Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note, in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

**WHEREAS**, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to (i) the interest payable thereon, and (ii) any other money heretofore borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year

(collectively, the "Prior Tax and Revenue Anticipation Notes"), does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon;

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California Education Notes Program (the "Program"), whereby participating school districts (collectively, the "Issuers") expect to simultaneously issue tax and revenue anticipation notes;

**WHEREAS**, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

**WHEREAS**, Keygent LLC, as independent financial advisor appointed in Section 21 hereof (the "Financial Advisor"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Note Participations, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, such as common ratings, all of which the District hereby authorizes the Financial Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District and Wells Fargo Bank, National Association, as trustee (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

**WHEREAS**, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

**WHEREAS**, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with an underwriter pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement") or sold on a competitive bid basis;

**WHEREAS**, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, this Legislative Body hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** This Legislative Body hereby finds and determines that all the above recitals are true and correct.

**Section 2. Authorization of Issuance.** This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2009 Tax and Revenue Anticipation Note," (the "Note") with an appropriate series designation if more than one note is issued or the District shall have issued Prior Tax and Revenue Anticipation Notes in fiscal year 2009-10, to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.



The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

**Section 4. Sale of Note; Delegation.** Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the underwriter or a purchaser pursuant to the terms and provisions of the Note Participation Purchase Agreement (the "Purchase Agreement"). The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or the designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** The Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series referred

to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement defined herein, if any, and will also be set forth in the Final Official Statement defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

To the extent necessary, the Legislative Body hereby approves the preparation of a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Final Official Statement") in connection with offering and sale of the Note Participations. The Financial Advisor is hereby authorized and directed to cause to be mailed to prospective bidders or purchasers the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Financial Advisor with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor. Any one of the

Authorized Representatives of the District is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as they may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of, or otherwise attributable to a default by, any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

**Section 6. No Joint Obligation; Owners' Rights.** The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined



with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

**Section 7. Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

**Section 8. Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year. The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). To the extent that the Pledged Revenues have been previously pledged as security for the payment of principal of and interest on any Prior Tax and Revenue Anticipation Notes (a "Prior Pledge"), the pledge created herein shall be



subordinate to such Prior Pledge. The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District attributable to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2009 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account") and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District's Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first amounts received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six and the maximum amount of Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment

Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

**Section 9. Execution of Note; Registration and Transfer.** Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces



of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen,

evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

#### **Section 10. Representations and Covenants of the District.**

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth

expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Financial Advisor, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, together with the principal amount of any Prior Tax and Revenue Anticipation Notes plus the interest thereon if the District Note is subordinate to any Prior Tax and Revenue Anticipation Notes, on the date of issuance of the District's Note, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such

enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

**Section 11. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all



calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2009-2010 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

#### **Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such



failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to

collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

**Section 14. Approval of Actions.** The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

**Section 17. Amendments.** At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consent of the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents

of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

**Section 18. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 19. Request to Borrow; Transmittal of Resolution.** The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the secretary or clerk of the Legislative Body to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

**Section 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and



herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 21. Appointment of Professionals.** The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Keygent LLC is hereby appointed as financial advisor for the Program. Underwriters or placement agents or purchasers may be engaged as provided in the Pricing Confirmation.

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Trustee, the Financial Advisor and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) To the extent required by law, the District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Financial Advisor acting as dissemination agent (the "Dissemination Agent") to each nationally recognized municipal securities information repository or to the Municipal Securities Rulemaking Board, and to any State of California information depository, notice of any of the following events with respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable

federal securities laws. The Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board and the State Repository.

(C) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(D) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(E) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B) of this section.

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(G) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(I) If the amendment or waiver relates to the provisions of subsection (B) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or

status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(I) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Financial Advisor, the underwriter, if any, and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

**Section 23. Resolution Parameters.**

- (a) Name of District: Santa Monica-Malibu Unified School District
- (b) Maximum Amount of Borrowing: \$10,000,000
- (c) Authorized Representatives:

**TITLE**

- (1) Superintendent
- (2) Assistant Superintendent, Fiscal and Business Services
- (3) Chief Financial Officer



**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 19<sup>th</sup> day of March, 2009, by the following vote:

AYES:

NOES:


ABSENT:

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



President, Board of Education

Attest:



Superintendent and Secretary to the Board of Education

EXHIBIT A

FORM OF NOTE

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) <sup>*/</sup>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity,

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<sup>\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Note and the interest thereon, shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. [To the extent that the Pledged Revenues have been previously pledged (a "Prior Pledge") as security for the payment of principal of and interest on any tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year, the pledge created hereby shall be subordinate to such Prior Pledge.] The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution

and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Education as of the date of authentication set forth below.

SANTA MONICA-MALIBU UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Superintendent

Countersigned

By: \_\_\_\_\_  
Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
AUTHORIZED OFFICER

[STATEMENT OF INSURANCE]<sup>\*/</sup>

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<sup>\*/</sup> To be used only if Credit Instrument is a policy of municipal bond insurance.

# EDISON LANGUAGE ACADEMY PROJECT

Prepared by  
Del Richardson & Associates, Inc.

March 2009

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## INTRODUCTION

When it becomes necessary to acquire property to permit new development, the relocation of homeowners, tenants, businesses and non-profits often becomes necessary. This Relocation Plan sets forth procedures to assure the fair, uniform and equitable treatment of persons displaced from their homes and businesses when acquisition and development occurs. It identifies the administrative requirements for conducting relocation and sets forth relocation standards, occupancy standards, methods for obtaining replacement housing, payments available and other related provisions of relocation practices.

The Santa Monica-Malibu Unified School District, hereinafter referred to as “SMMUSD” has taken action that may result in the acquisition and development of property within the City of Santa Monica, California. As a result of this project, two residential-occupied dwellings may be affected and the households may be permanently displaced.

The proposed Edison Language Academy Project (“Proposed Project”) site is located at 2425 Kansas Avenue, in the City of Santa Monica, California. The Project Site is located northeast of the intersection of Cloverfield Boulevard and Kansas Avenue and is generally bounded by residential uses to the northeast, Kansas Avenue to the southeast, residential uses to the southwest, and Virginia Avenue to the northwest. Regional access to the Project Site is provided by Interstate 10 (Santa Monica Freeway).

The Proposed Project site is approximately 5.5 acres in size and consists of the Edison Language Academy Campus (“Campus”) and two additional adjacent parcels. The two additional parcels are located adjacent to the northwest corner of the Campus and south of Virginia Avenue (2508 and 2512 Virginia Avenue). Each parcel to be acquired is developed with a residence and associated garage/shed structures.

Currently, the additional parcels are not part of the Campus, but they are being considered for acquisition by the SMMUSD and are considered part of the Proposed Project.

The current Campus includes 9 classroom structures, 8 relocatable classroom structures, two restroom structures, and one administration, multi-purpose/cafeteria, and library buildings. These buildings have a total of approximately 44,034 assignable square feet of floor area. The northeast and northwest portions of the Campus are developed with a playground that includes basketball courts, playground equipment, and a grass field. The southeast portion of the Campus is developed with the administration building, classrooms, bathrooms, maintenance rooms, and the multi-purpose/cafeteria building. An asphalt-paved parking lot is located adjacent to the cafeteria and runs along the southwest boundary of the Campus. An additional asphalt-paved parking lot is located on the northeast corner of the Project Site. A courtyard bordered by classrooms is on the southern portion of the Campus. The courtyard includes landscaping (grass, trees, and bushes), tables with associated benches and umbrellas, and concrete paved walkways.

The Proposed Project Site is located within the City of Santa Monica, California and includes the following three parcels: the Campus located at 2425 Kansas Avenue, the adjacent parcel located at 2508 Virginia Avenue, and the adjacent parcel located at 2512 Virginia Avenue. The Campus has a General Plan land use designation for Institutional Uses, and the adjacent parcels have a General Plan land use designation for Low Density Housing. The Campus and adjacent parcels are zoned R-2 (Low Density Multiple Residential). The Campus is also zoned within the Public Lands Overlay District.

The Proposed Project has been initiated as a result of the voters' approval of Bond Measure BB supporting the issuance of a \$268-million bond to improve health, safety and class instruction by, among other things, building new school classrooms to replace relocatables, relocating and improving the student drop-off and pick-up area, making progress to meet California Department of Education space standards, and removing hazardous materials, including asbestos, from the Campus. The facilities at the Edison Language Academy are aging and one-half of the classrooms, including those for the preschool program, are housed in aging relocatable structures. The Proposed Project is intended to better serve the attending school children and community by replacing the aging and temporary Edison campus facilities with new state-of-the-art facilities that will foster high quality instruction in a sound, healthy, and sustainable environment. Further, the Proposed Project is intended to provide the Campus with a cohesive, coherent, and unified design, presence, and sense of place that emphasizes the school as a center of the community.

## **PROJECT CHARACTERISTICS**

For purposes of this analysis, the Proposed Project analyzed herein assumes the demolition and removal of all existing school facilities on the Campus (approximately 44,034 sq. ft.), demolition of 2,367 sq. ft. of residential uses on the two adjacent parcels (located at 2508 and 2512 Virginia Avenue), and the development of approximately 48,140 sq. ft. of new school facilities to meet the Proposed Project's objectives. Implementation of the Proposed Project would yield a slight net increase of approximately 4,106 sq. ft. as compared to existing facilities.

### **Proposed Project Details**

The Proposed Project would result in the development of a 27-classroom kindergarten through fifth grade school and a two-classroom pre-school facility on the Project Site. Projected enrollment is expected to remain stable through 2015 with only an insignificant increase of approximately five students to 433 kindergarten through fifth grade students and no increase in the 40 pre-school students in 2015. The additional square footage would largely be attributed to the increase in floor area for administration and support services and the proposed cafeteria/assembly building.

The current enrollment data through October 2008 is consistent with the enrollment projections.

The Proposed Project would result in the development of one- and two-story school buildings located mostly on the northwestern area of the Project Site along the Virginia Avenue frontage. The two-story buildings would be utilized for classroom space and would reach a maximum height of 37 feet. The remaining one-story building would be utilized for administration and support services, the cafeteria, pre-school, and a physical education building located on the west end of the Project Site. The existing playground and surface parking lot areas would also be demolished and redeveloped. The main entrance to the school would be relocated from its current location on Kansas Avenue to the northwestern frontage along Virginia Avenue. The playground and grassy areas would also be relocated from the northern area of the Campus to the central and eastern areas.

The Proposed Project would involve the removal of 63 total existing surface parking spaces and would include 61 parking spaces provided in two surface parking lots located on the southwestern and northeastern corners of the Project Site with a 40-space lot off of Kansas Avenue and a 21-space lot off of Virginia Avenue. Access for truck loading and trash pick-up would be provided through the main parking lot located along the southwestern boundary of the Project Site.

A drop-off and pick-up lane, designed with room for 12 parallel parking spaces would be included along the Virginia Avenue frontage for student and visitor access. With this component, the Proposed Project would include 73 total parking spaces for use by faculty, staff and visitors to the Project Site. In addition, street parking along Kansas Avenue would include 18 parking spaces as compared to the current 17 spaces utilized for 30-minute parking. Pedestrian access would be provided at the following three locations on the Project Site: the main entrance on Virginia Avenue, the secondary entrance on Kansas Avenue, and a pre-school entrance at the northwest corner of the Project Site on Virginia Avenue.

The Proposed Project would involve the demolition of the existing landscape and hardscape elements on the Project Site and the construction of new grass areas, ball fields, basketball courts and playground equipment. All existing trees along Kansas Avenue would remain in their current locations, while the trees located along Virginia Avenue in the public right-of-way would be removed and relocated in coordination with the City of Santa Monica to accommodate the proposed drop-off and pick-up lane. It is anticipated that through the successful implementation of the carefully planned construction phases that the majority of the existing classrooms, administrative services, and other existing functions currently located on the Campus would continue to function during development of the Proposed Project.

Del Richardson & Associates, Inc. has prepared and will administer this Relocation Plan (the "Plan"), under the direction of or in conjunction with SMMUSD. This Plan provides the results of a needs assessment survey, a housing resource study and details of the displacing entity's proposed relocation program. This Plan sets forth policies and procedures necessary to conform with statutes and regulations established by the California Relocation Assistance Law, California Government Code section 7260 et seq.

(the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, chapter 6, section 6000 et seq. (the "Guidelines"). Federal funds will not be included in the financing of this project.

No displacement activities will take place prior to the required reviews and approval of this Plan.

## **ASSESSMENT OF NEEDS**

To obtain information for the preparation of this Plan, personal interviews were conducted with the household occupants residing on the Project site. There are two homeowner occupants that will be permanently displaced by the activities of the Proposed Project.

A confidential Summary of Residential Replacement Housing Needs and Estimated Relocation Costs detailing household characteristics including replacement housing needs and estimated relocation costs was prepared. In order to protect the confidential information that was provided, this document is available for review on an "as needed" basis.

The Federal Department of Housing and Urban Development (HUD) has established 2008 low income limits for the Los Angeles County area. The table below indicates the maximum household income allowable to be considered a low income household based on the number of people in the household:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$42,450	\$48,500	\$54,600	\$60,650	\$65,550	\$70,350	\$75,200	\$80,050

## **REPLACEMENT HOUSING RESOURCES**

In February 2009, the relocation consultant conducted preliminary surveys of replacement housing resources in close proximity to the Project site. The survey focused primarily on confirming the number of available units of comparable, decent, safe, and sanitary units that contain the required minimum number of bedrooms and are comparable with respect to the number of rooms and habitable living space that would adequately accommodate each displaced household.

Since relocation will not occur for several months, the particular properties listed may not be available at the time of displacement. Thus, the information below is not meant to serve as a definitive assertion of availability, but rather as an indicator of a general trend:

**Residential Rentals**  
(Apartments, Condos and Houses)

Bedrooms	Type	Units Available	Price Range
2	Apartment	20	\$1,550 - \$2,850
3	Apartment	20	\$1,945 - \$2,995
4	Apartment	8	\$2,399 - \$8,500

**Residential Sales**  
(Single Family Dwellings and Duplexes)

Bedrooms	Type	Units Available	Price Range
2	SFD	8	\$625,000-\$998,000
3	SFD	11	\$699,000-\$1,650,000
4	SFD	6	\$1,099,000-\$1,895,000

## **CONCURRENT DISPLACEMENT**

There are not any other current or proposed displacing activities in the project's jurisdiction that may impact upon the ability to relocate the displaced households.

## **Temporary Housing**

There is no anticipated need for temporary housing. Should such a need arise, the SMMUSD will respond appropriately and in conformance with all applicable laws and requirements for temporary relocation.

## **PROGRAM ASSURANCES AND STANDARDS**

There are adequate funds to relocate all the households. Services will be provided to ensure that displacement does not result in different or disparate treatment of displacees based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, or any other arbitrary or unlawful discrimination.

No one will be displaced without written 90-days advance notice and unless "comparable" replacement housing can be located and is available. "Comparable" housing includes standards such as: decent, safe, and sanitary (as defined in §6008(d) of the Guidelines); comparable as to the number of bedrooms, living space, and type and quality of construction of the acquired unit but not lesser in rooms or living space than necessary to accommodate the displaced household; in an area that does not have unreasonable environmental conditions; not generally less desirable than the

acquired unit with respect to location to schools, employment, health and medical facilities, and other public and commercial facilities and services; and within the financial means of the displaced household as defined in section 6008, subdivision (c)(5) of the Guidelines.

The relocation program to be implemented by the displacing entity conforms with the standards and provisions set forth in Government Code section 7260 et seq., the Guidelines, and all other applicable regulations and requirements.

## **RELOCATION ASSISTANCE PROGRAM**

SMMUSD will be responsible for providing relocation assistance and payments to site occupants displaced by the proposed development activities. It will meet its relocation responsibilities through the use of its staff, supplemented by assistance from consultants, local realtors, social service agencies and bodies, as enumerated in the various sections of this Plan.

SMMUSD is committed to complying with the rules and regulations of this Plan and the California Relocation Assistance and Real Property Acquisition Guidelines and provisions of the California Department of Housing and Community Development's Relocation Assistance and Real Property Acquisition Guidelines and provisions of this Plan as adopted.

SMMUSD will not proceed with any approval of the project or other activities that will directly result in the displacement of any person until it makes the following assurances:

- Fair and reasonable relocation payments will be provided to eligible persons as required by applicable relocation guidelines.
- A relocation assistance advisory program offering relocation services will be established.
- Eligible persons will be adequately informed of the assistance, benefits, policies, practices and procedures, including grievance procedures, provided for by state guidelines.
- Comparable replacement dwellings will be available within a reasonable period of time prior to displacement and sufficient in number, size and cost for the eligible persons who require them.
- Adequate provisions will be made to assure that orderly, timely and efficient relocation of eligible persons to comparable replacement housing will be accomplished without regard to race, color, religion, sex, marital status or national origin and with a minimum hardship to those affected.

- No persons of low or moderate income will be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person at rents comparable to that at the time of their displacement. Such housing will be suitable to the needs of such displaced person and will be decent, safe, sanitary and an otherwise standard dwelling.
- A Replacement Housing Plan will address the issues of the removal of housing units from the housing market in the project area.

## **Staff**

SMMUSD has engaged Del Richardson & Associates, Inc., a relocation consultant with extensive relocation expertise who will be responsible for administering its relocation assistance program to persons who are required to relocate because of the proposed development activities. Beyond professional qualifications and standing, the relocation consultant brings many years of valuable experience and skills in carrying out relocation assistance services for community development programs.

SMMUSD and the relocation consultant recognize the process of displacement may be very disturbing to individuals. The relocation consultant will employ a comprehensive relocation advisory service program that includes a collaborative outreach component and resources to minimize the impact of displacement. Staff will maintain close contact with the displaced person throughout the relocation process to accommodate the needs of every displaced person and there will be sufficient relocation agents and supportive staff assigned who will all be actively involved in the relocation process.

## **INFORMATIONAL PROGRAM**

The SMMUSD has and shall continue to distribute informational materials to all persons eligible for relocation benefits and assistance. In addition, the relocation consultant will:

- Conduct personal interviews and maintain personal contacts with all eligible persons to the maximum extent practicable.
- Through the use of meetings, written notices, newsletters and other media, all eligible persons will be kept informed on a continuing basis of project activities.
- Provide each eligible person written notification of his or her relocation eligibility status.



## **OBTAINING RELOCATION HOUSING**

### **Private Housing**

For many years, Del Richardson & Associates, Inc. has been successful in gaining the cooperation of property owners, realtors, multiple listing bureaus, property management firms and others who offer a wide variety of decent, safe and sanitary housing for rent and sale. Because these relationships have been built over an extended period of time, we have been historically able to supply displacees with referrals to replacement housing resources to meet their needs. These relationships have been continually strengthened throughout the years.

The relocation consultant will obtain and maintain current listings of standard properties for sale and rent that are appropriate for relocation and that are available on a non-discriminatory basis. Information on the size, monthly rent or purchase price and location of available units will be given to eligible persons seeking referrals. As necessary, the relocation agent will provide transportation or other assistance the eligible person made need to facilitate their search for permanent housing.

## **RELATIONSHIPS WITH SITE OCCUPANTS**

### **Informational Program**

The SMMUSD will use personal interviews and contacts, general mailings, distribution of informational material as well as group and public meetings to provide information and answer questions. Staff will be available to attend community meetings of various neighborhood groups, etc. These efforts will continue throughout the relocation process to ensure that each eligible person is fully informed about project time schedules, relocation program, and opportunities to receive such benefits.

### **Interviews with Site Occupants**

Within 60 days following the initiation of negotiations, all eligible persons will be informed as to availability of replacement housing, relocation benefits and assistance and the eligibility requirements thereof, as well as the procedures for obtaining such benefits. The relocation agent will discuss and explain the contents of the Informational Statement and relocation housing standards as well as informing eligible persons of their relocation rights and benefits.

The relocation agent will update any information obtained in prior interviews with eligible persons. The precise relocation needs and preferences of each displaced household will be ascertained. Based on this information, eligible persons will be assisted in formulating and carrying out a personalized Relocation Plan. As necessary, an eligible person will be referred to appropriate service agencies or resources offering special services.

## **Housing Referral Services**

The method for referral to decent, safe and sanitary housing will be personal contact, liaison and assistance by the relocation agent. Displacees will be given written lists of available units. The relocation agent will work closely with the eligible person until they have been relocated into a comparable replacement dwelling.

## **Inspection of Relocation Housing**

All housing units offered as referrals to eligible persons will be internally and externally inspected in advance by the relocation agent. Only those meeting the established standards in accordance with applicable relocation regulations will be considered for comparable replacement housing.

## **Self-Relocates**

Eligible persons finding their own housing will be urged to notify the relocation agent in advance so that the selected housing may be inspected before it is rented or purchased. Should the displacee move without giving notice or leaving a forwarding address, every effort will be made to locate the eligible persons promptly. Prior to any relocation payments being made, the replacement site will be inspected to ensure that it meets standards for decent, safe and sanitary conditions. Tracing efforts will not be abandoned until appropriate contacts with the post office, utility companies, schools, employers, etc., have been made without success.

## **Referrals to Social Agencies**

Displacees will be referred as necessary to community based social service providers to assist them with special needs arising from disabilities, cultural issues, religious needs, medical issues or other extraordinary circumstances.

## **RELOCATION ADVISORY ASSISTANCE AND BENEFITS**

The information used to prepare this Plan is preliminary and subject to verification as the relocation progresses. Current indications are that most of the displacees are of moderate income. The languages spoken by the tenants in the project area are English, Spanish and Japanese. All relevant information and materials will be prepared in the language most easily understood by each of the households.

## **Required Notices**

As soon as feasible, each occupant of the property shall be issued appropriate advisory notices, as follows:

- **General Information Notice.** Informs affected persons of the project and that they may be displaced by the project.

- **Informational Booklets.** An informational booklet that describes available relocation assistance and payments.
- **Notice of Eligibility for Relocation Assistance.** Informs displaced persons that they will be displaced by the project and establishes their eligibility for relocation assistance and payments.
- **Ninety-Day Notice.** Informs displaced persons of the earliest date by which they will be required to move. This notice may not be issued unless a comparable replacement dwelling is available and the displaced person is informed of its location and has sufficient time to lease or purchase the property.
- **Urgent Need.** In unusual circumstances, a displacee may be required to vacate the property on less than 90 days' advance written notice if SMMUSD determines that a 90-day notice is impracticable, such as when the person's continued occupancy of the property would constitute a substantial danger to health or safety. A copy of SMMUSD's determination shall be included in the applicable case file.
- **Vacate Notice.** At the initial interview, all eligible persons will be advised as to tentative vacate schedules so that they may plan ahead and have sufficient time to obtain relocation accommodations. Every effort will be made to secure the eligible person's cooperation in relocation and continue payment of rent to the SMMUSD, after acquisition of the property. When a specific vacate date is determined, SMMUSD will give at least a sixty (60) day Notice to Vacate prior to the desired vacate date, as required by law.

Each notice shall be personally served or sent by certified or registered first-class mail, return receipt requested. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice (e.g., illiterate, foreign language, or impaired vision or other disability) must be provided with appropriate translation/communication (e.g., sign language interpreter or reader) and counseling. Each notice shall indicate the name and telephone number (including the telecommunication device for the deaf (TDD) number, if applicable) of a person who may be contacted for answers to questions or other needed help.

## Eviction Policy

The SMMUSD will undertake eviction proceedings only under the following circumstances:

- Failure to pay rent.
- Performance of a dangerous, illegal act in the unit.
- Maintenance of a nuisance and failure to abate within a reasonable time following notice.
- A material breach of the rental agreement.
- Refusal to accept one of a reasonable number of offers of replacement dwellings.

- Situations permitting eviction under State or local law.

If eviction proceedings are necessary, every effort will be made to provide relocation services prior to eviction. In some cases an eviction action may render a person ineligible for relocation services or payments.

### **Project Site Office**

Due to the small number of displaces, there will be no site office. A relocation agent from Del Richardson & Associates, Inc. will be available and may be reached weekdays from 9:00 a.m. to 8:00 p.m. at DRA, Inc's main office. The telephone number is (310) 645-3729. In addition, displaces may schedule appointments with a relocation agent for outside normal business hours and on weekends.

### **CITIZEN PARTICIPATION/PLAN REVIEW**

This Plan will be provided to the affected households and will be made available to the public for the mandatory thirty (30) day review period.

The SMMUSD actively encourages the involvement of potential displacees in fostering a high degree of participation in the Proposed Project area and in the hearing and planning stages of the relocation process. For this purpose, the SMMUSD plans to:

- Hold informational meetings at locations and times convenient to displacees.
- Prepare and distribute information in English, Japanese and Spanish.
- Provide copy of the Relocation Plan for review and comment.

All comments to this Plan will be included as a plan addendum prior to submission for approval.

### **RELOCATION BENEFIT CATEGORIES**

Relocation benefits will be provided in accordance with the California Relocation Assistance Law, the Guidelines, and all other applicable regulations and requirements. Benefits will be paid upon submission of required claim forms and documentation in accordance with approved procedures. The displacing entity will provide appropriate benefits for each displaced household as required by the above laws and requirements.

### **Residential Moving Expense Payments**

The displaced households will be eligible to receive a payment for moving expenses. Payments will be made based upon either a fixed room count as indicated on the current Federal Highway Administration's (FHWA) Fixed Move Payment schedule or an invoice for actual reasonable moving expenses from a licensed professional mover.

### **Payment for Moving and Related Expenses:**

- **A Fixed Moving and Dislocation Payment** is available in an amount up to the maximum indicated on the current FHWA fixed moved schedule to any eligible person who qualifies as displaced. A displaced person is entitled to receive an expense and dislocation allowance as an alternative to a payment for actual moving and related expenses.

Multiple occupants living together and displaced from a single dwelling shall be regarded as one household for the purposes of calculating these payments; or

- **An Actual Reasonable Moving Expenses Payment** is available to any eligible person who qualifies as a displaced person. A displaced person is entitled to payment for actual moving and related expenses, as the SMMUSD determines to be reasonable and necessary, including transportation costs (limited to a 50 mile radius), for moving the displacee and/or personal property. Certain storage costs for up to 12 months may also be eligible for reimbursement.

### **Rental/Downpayment Assistance Option for Homeowner**

If a displaced homeowner household has owned and occupied their current displacement dwelling at least 180 days prior to the initiation of negotiations, desires to rent instead of purchasing a replacement unit, the household is eligible for all the benefits that are available to tenant households.

However, such replacement housing payment may not exceed the payments the household would have been entitled to if it had elected to purchase a replacement unit.

### **Replacement Housing Payment - Homeowners**

A homeowner displaced by this Project will be eligible for relocation replacement housing payments if the following conditions are met:

- The household has owned and occupied their unit for not less than 180 days prior to the “initiation of negotiations.” (See Rental Assistance/Down Payment Assistance above); and
- The household purchases and occupies a replacement unit within one year from: (i) the date that the household receives the final payment from the displacing entity for all the costs of the acquired unit; or (ii) the date that the household vacates the acquired unit, whichever is later.

A displaced homeowner household will receive assistance in relocating to a “comparable replacement” unit and will be eligible for the following benefits, not to exceed \$22,500:

- **Purchase Price Differential**

The displaced households will be entitled to receive an amount equal to the difference between the price paid for the acquired unit and the amount required to purchase a “comparable replacement” unit. SMMUSD is allowed the following options in paying any price differential as explained in section 6102 of the Guidelines:

- **Comparative Method**

Is a case-by-case basis, the SMMUSD will determine the price of a “comparable replacement” unit, which is most representative of the acquired unit, by selecting and considering the listing price of at least three (whenever possible) “comparable replacement” units.

- **Other Payments**

Moreover, a displaced homeowner will receive the following assistance: (a) Payments to cover the cost between the difference of the household’s current debt or mortgage service and any increase in debt or mortgage costs necessary to acquire a “comparable replacement” housing unit; and (b) Incidental and reasonable one-time costs for acquiring a replacement unit, such as escrow costs, and recording and credit reporting fees.

### **Replacement Housing Payment for Persons Who Are Not A 90-Day Tenant or 180-Day Homeowner**

A person who is displaced from a dwelling that they did not occupy for at least 90 days or 180 days before the initiation of negotiations is not entitled to a replacement housing payment. However, to comply with the Guidelines, SMMUSD will provide the assistance necessary to enable such person to relocate to comparable rental housing within their financial means. Any displaced person who fails to meet the length of occupancy requirements may qualify for assistance under this category.

### **Last Resort Housing Payment**

If at the time of displacement there is a lack of comparable replacement housing, there may be a need to provide Last Resort Housing Payments. Last Resort Housing payments are authorized by statute if affordable “comparable replacement housing” cannot be found for the displaced tenant household (i.e., housing not more than 30% of the household’s average monthly income.) In this case, payments may be made beyond the \$5,250 statutory cap up to 42 months worth of rental assistance.

The supplemental increment beyond \$5,250 may be paid in installments or in a lump sum at the discretion of the SMMUSD. There are sufficient replacement housing

resources to rehouse the displaced households according to the housing survey conducted during November 2008. However, whenever comparable replacement dwellings are not available within the monetary limits for displaced owner-occupants and tenants, the SMMUSD must provide additional alternative assistance in accordance with the applicable relocation regulations.

- **Cash Assistance to Exceed Statutory Payment Caps.** The Guidelines require that comparable replacement housing within a person's financial means be made available before the person may be displaced. Whenever the payment ceiling under Replacement Housing Payment for Homeowners (\$22,500) and Replacement Housing Payments for Tenants (\$5,250) is insufficient to provide comparable replacement housing, additional or alternative assistance must be provided. Generally, this is accomplished by providing additional cash assistance that exceeds the above ceiling limits.
- **Other Last Resort Housing Measures.** The Guidelines also authorize SMMUSD to use project funds to undertake special measures, such as the construction, rehabilitation, or relocation of housing; the purchase of land and/or housing and later sale or lease to, or exchange with, the person; the provision of a direct loan; and the removal of barriers for persons with disabilities.
- **Option of Displaced Person.** The displaced person may enter into an agreement with SMMUSD to accept a decent, safe and sanitary replacement dwelling to be provided as a last resort housing measure. Absent such agreement, SMMUSD shall not require the displaced person to accept a dwelling provided by SMMUSD under the last resort housing provisions as an alternative to an acquisition payment or any relocation payment for which the person may otherwise be eligible.

### **Payment of Relocation Benefits**

Relocation benefit payments will be made expeditiously. Claims and supporting documentation for relocation benefits must be filed with the SMMUSD within eighteen (18) months from:

- The date the claimant moves from the acquired property; or
- The date on which final payment for the acquisition of real property is made, whichever is later.

No household will be displaced until "comparable" housing is located as defined above in accordance with Section 6008, Subdivisions (c) and (d) of the Guidelines. Relocation staff will inspect all replacement units to which referrals are made to verify that they meet all the standards of decent, safe, and sanitary as defined in Section 6008, Subdivision (d) of the Guidelines. However, no household will be denied benefits if it chooses to move to a replacement unit that does not meet the standards of decent, safe and sanitary housing.

## **TERMINATION OF RELOCATION ASSISTANCE**

SMMUSD's relocation obligations will terminate under the following circumstances:

- A displaced person moves to a comparable replacement dwelling and receives all assistance and payments to which he is entitled.
- The displaced person moves to substandard housing, refuses reasonable offers of additional assistance in moving to a decent, safe and sanitary replacement dwelling and receives all payments to which he is entitled.
- All reasonable efforts to trace a person have failed. To ensure that the action of a public entity does not reduce the housing supply in critical categories or locations, unsuccessful efforts to trace a particular displaced person shall not lessen the obligation to provide last resort housing.
- A person displaced from his dwelling refuses reasonable offers of assistance, payments and comparable replacement housing.

## **RELOCATION PAYMENTS NOT CONSIDERED AS INCOME**

Section 7269 of California Government Code provides that (a) no payment received by any person in accordance with the relocation Guidelines shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code or the Bank and Corporation tax Law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. (b) No payment received by any person under this chapter shall be considered as income or resources to any recipient of public assistance and such payments shall not be deducted from the amount of aid to which the recipient would otherwise be entitled under any other provisions of law.

However, as a matter of caution, displacees should always consult with their tax advisors concerning tax consequences.

## **Relocation Record**

The relocation consultant will prepare and maintain a confidential relocation record of activities and of relocation payments for each eligible person, as required by relocation regulations.

## **GRIEVANCE PROCEDURES**

The SMMUSD has adopted and will maintain a grievance procedure in accordance with applicable relocation regulations. Any displaced household will have the right to ask for review when there is a complaint regarding any of its rights to relocation and relocation



assistance, such as a determination as to eligibility, the amount of payment, or the failure to provide a comparable replacement housing referral.

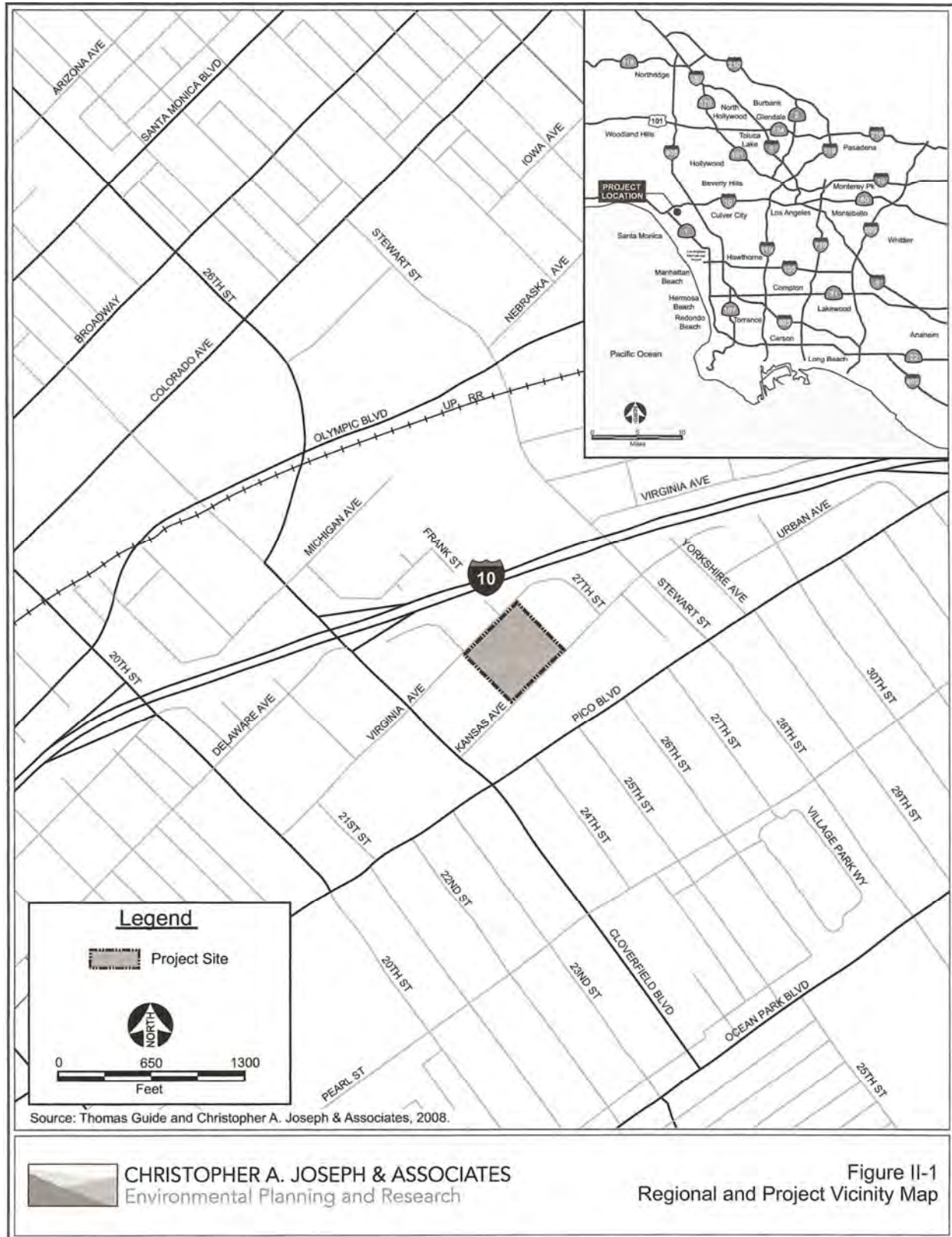
### **PROJECTED DATES OF DISPLACEMENT**

It is anticipated displacement and relocation activity will begin in Spring 2009 and completed by early Fall 2009.

### **ESTIMATED RELOCATION COSTS**

The estimated relocation cost is \$65,492.50 and SMMUSD anticipates using Measure BB bond funding for this project.

## EXHIBIT A



## EXHIBIT B REQUIRED NOTICES

Dear

*The Santa Monica-Malibu Unified School District* is interested in acquiring the property you currently occupy at \_\_\_\_\_ for the proposed *Edison Language Academy Project* that will receive funding assistance in accordance with the school expansion program.

The purpose of this Notice is to inform you that you may be displaced as a result of the proposed project. This Notice also serves to inform you of your potential rights as a displaced person in accordance with the *California Relocation Act (CRAL)* and the *Relocation Assistance and Real Property Acquisition Guidelines*. You may be eligible for relocation assistance and payments under the “Guidelines” if the proposed project receives funding and if you are displaced as a result of acquisition for the project.

- This is **not** a notice to vacate the premises.
- This is **not** a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for:

1. Relocation advisory services including help to find another place to live;
2. At least 90 days advance written notice of the date you will be required to move;
3. Payment for your moving expenses; and
4. Replacement housing payments to enable you to rent or purchase a comparable replacement home.

You will also have the right to appeal the *Santa Monica/Malibu Unified School District's* determination, if you feel that your application for assistance was not properly considered. The enclosed informational brochure, *"Relocation Assistance To Tenants Displaced From Their Homes"* provides an explanation of this assistance and other helpful information.

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

***Again this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time.*** If you are determined to be a displaced person and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined to not be a displaced person, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact our Relocation Consultant, *Del Richardson & Associates, Inc.*, located at *510 S. La Brea Avenue, Inglewood, CA 90301* and the telephone number is *(310) 645-3729*.

Sincerely,

*SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT*

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Enclosure

**NOTICE OF DISPLACEMENT AND ELIGIBILITY FOR  
RELOCATION ASSISTANCE -- 180-DAY HOMEOWNER**

Dear

This is a notice of eligibility for relocation assistance. As discussed with you, it will be necessary for you to move after the *Santa Monica-Malibu Unified School District* acquires your home at \_\_\_\_\_ for the planned *Edison Language Academy Project*.

However, you do not need to move now. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate. And when you do move, you will be entitled to relocation payments and other assistance in accordance with *California Relocation Act (CRAL)* and the *Relocation Assistance and Real Property Acquisition Guidelines*. The effective date of this notice is \_\_\_\_\_.

**You are now eligible for relocation assistance.**

You may choose either (1) a payment for your **Actual Reasonable Moving and Related Expenses**, or (2) if you prefer, a **Fixed Moving Expense and Dislocation Allowance** of \$ \_\_\_\_\_.

If you have owned and occupied your home for at least 180 days prior to \_\_\_\_\_, you may qualify for a **Replacement Housing Payment - Homeowner** to cover the following costs:

- **Purchase Price Differential.** If we have determined that a "comparable replacement home" will cost more than the value of your present home, you may receive a purchase price differential payment up to \$\_\_\_\_\_. If we have determined that a "comparable replacement home" will cost less than the value of your present home, you will not be eligible for a Purchase Price Differential.
- **Incidental Expenses.** You will be reimbursed for all reasonable costs incidental to the purchase of your new home, such as recording fees, the title insurance premium, and transfer taxes.
- **Mortgage Interest Differential.** It is our understanding that the interest rate on your current mortgage is \_\_\_\_% and that the current prevailing rate for a similar mortgage is \_\_\_\_%. Assuming these interest rates and an outstanding principal balance of \$\_\_\_\_\_ on your current mortgage, you may qualify for a payment for additional mortgage financing costs up to \$\_\_\_\_\_. The exact amount will be determined at the closing and will depend on the actual interest rate of your new mortgage and the amount you borrow.

Listed below are three "comparable replacement homes" that you may wish to consider buying:

Address	Asking Price	Name and Phone of Person to Contact
1.		
2.		
3.		

We would be glad to provide you with transportation to inspect these dwelling units. We believe that the unit at \_\_\_\_\_ is the most representative of your present home. Since that unit would cost \$\_\_\_\_\_ more than we have offered you for your present home, you may be eligible for a purchase price differential payment up to \$\_\_\_\_\_. This is the maximum differential that you are eligible to receive. If you purchase a decent, safe and sanitary replacement home that costs less than \$\_\_\_\_\_ the price differential payment would be based on the actual purchase price.

Contact us immediately if you do not agree that these units are comparable to your home. We will explain the basis for our selecting these units and, if necessary, we will find other units. We will not base your payment on any unit that is not a "comparable replacement home." Should you wish to rent (rather than buy) a comparable replacement home, let us know. We will help you find comparable rental housing and explain your eligibility for a Rental Assistance Payment.

I am enclosing a brochure entitled, *"Relocation Assistance to Displaced Homeowners."* Please read the brochure carefully. It explains your rights and some things you must do to obtain a payment. For example, to obtain a replacement housing payment you must purchase and move to a decent, safe and sanitary home within one year after you move (or receive your final acquisition payment, if later). Therefore, do not commit yourself to buy or rent a unit before we inspect it.

I want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you. A Relocation Consultant from this office will soon contact you to determine your needs and preferences.

The relocation consultant will explain your rights and help you find replacement housing and obtain the relocation payments and other assistance for which you are eligible. If you have any questions, please contact *Del Richardson & Associates, Inc.* at *510 S. La Brea Avenue, Inglewood, CA 90301* and the telephone number is *(310) 645-3729*.

Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

*SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT*

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Enclosure

ACKNOWLEDGEMENT RECEIPT:

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Signature

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Date

## **NINETY-DAY (90) NOTICE TO VACATE**

Dear

You are presently occupying certain premises owned by the *SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT* located at \_\_\_\_\_.

It is necessary for us to ask you to move. However, in accordance with applicable relocation regulations and *SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT*'s relocation policy, you shall be given at least ninety (90) days advance written notice from receipt of this Notice, or until \_\_\_\_\_ before you shall be required to move.

However, please be advised that you will not be required to move unless you have been given at least three (3) referrals to comparable housing.

If you find another suitable replacement dwelling, you may move before the end of the ninety-day (90) period. Remember to notify your relocation consultant before you move or sign a rental agreement so that it may be internally and externally inspected by the relocation consultant and qualify your replacement dwelling; also if you would like additional advisory assistance, or to find out if you will be entitled to receive any relocation payments.

Your relocation consultant and I know that it may be a hardship for you to move. Therefore, we will do all we can to make it as easy as possible. By planning and working together, we can achieve a common goal, a decent, safe and sanitary dwelling for you and your family.

In the meantime, if you have any questions or require assistance, please contact our relocation consultant who may be reached at 510 South La Brea Avenue, Inglewood, CA 90301 and the telephone number is (310) 645-3729.

Sincerely,

*SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT*

\_\_\_\_\_

RECEIPT ACKNOWLEDGEMENT:

Received By: \_\_\_\_\_

Date: \_\_\_\_\_



**SIXTY-DAY (60) NOTICE TO TERMINATE TENANCY**

TO:

You are presently occupying certain premises owned by the *SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT* pursuant to a written Rental Agreement and said premises having the following address:

\_\_\_\_\_  
\_\_\_\_\_

This is to notify you that your tenancy from month-to-month of the said premises will be terminated as of \_\_\_\_\_.

You are hereby required to vacate and deliver up possession of said premises to the *SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT* on or before \_\_\_\_\_. Failure to vacate and deliver possession of said premises to the *SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT* on or before \_\_\_\_\_ will result in the commencement of legal proceedings to evict you and to recover damages.

Rent payable in advance pursuant to said Rental Agreement shall be due and payable up to and including \_\_\_\_\_.

This Notice is intended as a ***Sixty-day (60) Notice*** terminating said tenancy.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sincerely,

*SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT*

\_\_\_\_\_

RECEIPT ACKNOWLEDGEMENT:

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C RELOCATION ASSISTANCE TO HOMEOWNERS DISPLACED FROM THEIR HOMES**

### ***Introduction***

This booklet describes the relocation payments and other relocation assistance provided in accordance with the ***Relocation Assistance and Real Property acquisition Guidelines and the California Relocation Act, (Government Code 25, section 7260 et seq.)*** to homeowners whose homes are acquired by a public agency for a project in which State or non Federal funds are used.

To be eligible for the assistance described in this booklet, you must have owned and occupied your home for at least 180 days before the Santa Monica-Malibu Unified School District offered to buy it. If you have owned and occupied your home for less than 180 days but for 90 days or more before the Santa Monica-Malibu Unified School District offered to buy it, you should contact the Relocation Consultant listed on page 9 of this booklet for a summary of relocation assistance and payments for which you may be eligible.

If you are notified that your home will be acquired and you will be displaced, it is important that you do not move before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

This booklet may not answer all of your questions. If you have more questions about your relocation, contact *Del Richardson & Associates, Inc.* the Relocation Consultant responsible for the project. (Check page 9 of this booklet for the name of the Relocation Agent to contact) Ask your questions before you move. Afterwards, it may be too late.

### ***Summary of Relocation Assistance***

As an eligible displaced homeowner occupant, you will be offered the following advisory services and financial assistance:

**Advisory Services.** This includes referrals to comparable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.

- **Payment for Moving Expenses.** You may choose either a:
  - ❖ **Payment for Your Actual Reasonable Moving and Related Expenses, or**
  - ❖ **A Fixed Moving Payment**

- **Replacement Housing Payment.** To enable you to buy or, if you prefer, rent a comparable replacement home, you may choose either:
  - ❖ **Purchase Assistance, or**
  - ❖ **Rental Assistance.**

If you disagree with the Santa Monica-Malibu Unified School District's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

### *General Questions*

#### **Will I Be Paid For My Property Before I Have To Move?**

If you reach an agreement to sell your property to the Santa Monica-Malibu Unified School District, you will not be required to move before you receive the agreed purchase price. If the property is acquired through an eminent domain proceeding, you cannot be required to move before the estimated fair market value of the property has been deposited with the court. (You should be able to withdraw this amount immediately, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.)

#### **Will I Have To Pay Rent To The Santa Monica-Malibu Unified School District Before I Move?**

You may be required to pay a fair market rent to the Santa Monica-Malibu Unified School District for the period between the acquisition of your property and the date that you move. The rent will not exceed that charged for the use of comparable properties.

#### **How Will I Know if I Am Eligible For Relocation Assistance?**

You will receive a written notice explaining your eligibility for relocation assistance. You will become eligible for relocation assistance on the date you receive the Santa Monica-Malibu Unified School District's written offer of "just compensation" to purchase your home. You should not move before receiving that purchase offer. If you do, you may not receive relocation assistance. For information about the acquisition of your home, ask the Santa Monica-Malibu Unified School District for a copy of the booklet, "When a Public Agency Acquires Your Property."

#### **How Will The Santa Monica-Malibu Unified School District Know How Much Help I Need?**

You will be contacted at an early date and personally interviewed by a Relocation Agent to determine your relocation needs and preferences for replacement housing and advisory services.

The Relocation Agent will ask certain questions about you and other members of your household. It is to your advantage to provide the information so that the Relocation Agent can assist you in moving and minimizing any hardship. The information you give will be kept in confidence.

### **How Soon Will I Have To Move?**

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

### **What Is A Comparable Replacement Home?**

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to your present home.
- Actually available for you to buy.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

### **What Is Decent, Safe, and Sanitary Housing?**

Decent, safe, and sanitary housing is housing that:

- Meets local housing and occupancy requirements.

Additionally, it is housing that:

- Is structurally sound, weather tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
- Has a separate, complete bathroom with hot and cold running water and sewage system.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Is free of any barriers that would preclude your reasonable use of the unit, if you are a person with a physical disability.

### **Will The Santa Monica-Malibu Unified School District Help Me Find A Replacement Home?**

Yes. You will be provided with referrals to comparable replacement housing. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. When the Santa Monica-Malibu Unified School District gives you its initial written purchase offer, it will typically inform you at that time, or shortly thereafter, of your eligibility for relocation assistance, identifying the most comparable replacement home and explaining the maximum amount of relocation assistance available to you.

Once the Relocation Agent has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing and offer you transportation to inspect these units.

If there is a mortgage on your present home, the Relocation Agent will refer you to lenders that may provide mortgage financing for your new home. If the money paid for your old home is applied to the purchase of your new home, there should not be any increase in the number or amount of your monthly payments for mortgage interest and principal.

### **What If I Find My Own Replacement Housing?**

You have every right to find your own replacement housing. However, before you buy or rent, ask the Relocation Agent to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

### **What If I Encounter A Problem In Obtaining Housing Of My Choice?**

If you encounter a problem in buying or renting housing of your choice, notify the Relocation Agent immediately. The Relocation Agent will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Relocation Agent will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

### **What Other Services Will I Receive?**

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing

financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Relocation Agent to tell you about the specific services that will be available to help you and your family.

### **What Is a Payment For Actual Reasonable Moving And Related Expenses?**

You are entitled to a relocation payment to cover the actual reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary, generally not to exceed a 12 month period.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Relocation Agent will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Relocation Agent can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Santa Monica-Malibu Unified School District or, if you prefer, you may have the Santa Monica-Malibu Unified School District pay the mover. In either case, let the Santa Monica-Malibu Unified School District know before you move.

### **What Is A Fixed Moving Payment?**

If you choose a Fixed Moving Payment, you will receive a payment based on the number of rooms of furniture you will be moving, as shown on the current Fixed Residential Moving Cost Schedule issued by the Federal Highway Administration. The Relocation Agent has a copy of the schedule and will help you decide whether choosing this payment is in your best interest.

If you do not have an unusually large amount of personal property to move and are capable of moving yourself, this payment should be more advantageous to you. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

## **I Want To Buy Another Home. How Much Purchase Assistance Will I Receive?**

To help you buy a comparable replacement home, you will receive Purchase Assistance equal to the sum of the following three costs:

- **Purchase Price Differential (PPD).** If the cost of replacement housing exceeds the amount the Santa Monica-Malibu Unified School District pays for your present home, you may be eligible for a payment to cover the difference. The Santa Monica-Malibu Unified School District will inform you in writing of the location and cost of comparable replacement housing (and explain the basis of its determination) so that you will know in advance how much assistance you may receive. That information should help you decide how much you wish to pay for replacement housing.

You are free to purchase any decent, safe and sanitary replacement housing unit of your choice. If the purchase price of the replacement unit is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If it exceeds the cost of a comparable replacement home, the payment will be based on the cost of a comparable home. If the purchase price of the replacement home is less than what the Santa Monica-Malibu Unified School District paid to acquire your home, you will not qualify for a PPD.

Examples: For example, if the Santa Monica-Malibu Unified School District pays \$120,000 to purchase your home and the comparable replacement home chosen on your Notice of Eligibility costs \$130,000, your PPD would be calculated as follows.

- ❖ If you were to pay \$129,000 for a replacement home, you would receive a \$9,000 differential payment (the difference between the Santa Monica-Malibu Unified School District's payment for the acquisition of your home and the cost of your replacement home  $\$129,000 - \$120,000 = \$9,000$ ).
- ❖ If you were to pay \$132,000 for a replacement home, you would receive a \$10,000 differential payment (the difference between the Santa Monica-Malibu Unified School District's acquisition payment and the cost of the comparable replacement home  $\$130,000 - \$120,000 = \$10,000$ ).
- ❖ If you were to pay \$119,000 for a replacement home you would not receive a PPD because the purchase price for the replacement unit is less than the purchase price paid by the Santa Monica-Malibu Unified School District to acquire your property.

**Mortgage Interest Differential Payment.** This amount covers the "present value" of the additional costs required to finance the purchase of a replacement home that result if the interest rate you must pay for a new mortgage is higher than the interest rate on the mortgage on your present home. It also covers other debt service costs. The payment is based on the lesser of the mortgage balance on your present home or your new mortgage amount. To be

eligible, the mortgage on your home must have been a valid lien for at least 180 days before the Santa Monica-Malibu Unified School District's initial written purchase offer for your home.

You should provide the Relocation Agent with a copy of your mortgage(s) as soon as possible. Based on that information and the prevailing terms and conditions of new mortgage financing, the Relocation Agent will compute the approximate mortgage interest differential payment for which you may be eligible, inform you of that amount and explain the conditions on which it is based. This payment will be made available at the same time as the PPD to reduce the amount you must borrow to buy your new home.

- **Incidental Expenses.** This amount covers those extra costs typically charged when one buys real property, such as the cost of preparing the deed and recording fees; the cost of title insurance, revenue stamps and transfer taxes (not to exceed the cost for comparable replacement housing); loan application, loan origination and appraisal fees; the cost of a credit report; and for other costs such as certification of structural soundness, home inspection and termite inspection. It does not cover prepaid expenses, such as property taxes and insurance.

Remember, your total replacement housing payment is the sum of the purchase price differential, mortgage interest differential, and incidental expenses.

To qualify for the payment, you must purchase and occupy a decent, safe and sanitary replacement home within one year after the later of: the date you move or the date you receive the final payment for the acquisition of your present home. However, the Santa Monica-Malibu Unified School District will extend this period for good cause.

If I Decide To Rent, Rather Than Buy Another Home, How Much Assistance Will I Receive?

If you decide to rent rather than buy a replacement home, you may be eligible to receive **Rental Assistance**. The assistance covers a 42-month period and is computed in the following manner.

The assistance needed for one month is based on the difference between the market rent for your present home (including utilities), as determined by the Santa Monica-Malibu Unified School District, compared to a comparable rental dwelling available on the market (including utilities). That monthly need, if any, is multiplied by 42 to determine the total amount that you will receive. This amount will be paid directly to you in monthly installments or other periodic payments.

**Examples:** Let's say that the monthly "market rent" and average cost for utilities for your present home are \$250 and the monthly rent and estimated average utility costs for a comparable replacement home are \$350.



- ❖ If you rent a replacement home for \$360 per month, including estimated utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the market rent for your present home (\$250) and the cost for a comparable replacement home (\$350)).
- ❖ If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$2,520. That amount is 42 times \$60 (the difference between the "base monthly rent" for your present home (\$250) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the later of: the date you move or the date you receive the final payment for the acquisition of your present home. However, the Santa Monica-Malibu Unified School District will extend this period for good cause. The amount of rental assistance cannot exceed the computed purchase price differential.

### **Must I File A Claim To Obtain A Relocation Payment?**

Yes. You must file a claim for each relocation payment. The Relocation Agent will provide you with the required claim forms, help you to complete them, and explain the type of documentation, if any, that you must submit in order to receive your relocation payments.

If you must pay any relocation expenses before you move (e.g., a deposit when you contract for the purchase of a new home), discuss your financial needs with the Relocation Agent. You will be able to obtain an advance payment to meet these costs. An advance payment to purchase a home may be placed in "escrow." An advance payment for moving expenses may be paid directly to the moving contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move or receive the final payment for the acquisition of your present home. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, you may ask the Santa Monica-Malibu Unified School District to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must buy or rent and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

### **Do I Have To Pay State Income Taxes On My Relocation Payments?**

No payment received by any person in accordance with this Plan or as tenant relocation assistance required by any state statute or local ordinance shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code (b) No payment received by any person under this chapter shall be considered as income or resources to any recipient of public assistance and such payments shall not be deducted from the amount of aid to which the recipient would otherwise be entitled under any other provisions of law.

### **What If I Don't Receive The Required Assistance. Can I Appeal?**

If you disagree with the Santa Monica-Malibu Unified School District's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the Santa Monica-Malibu Unified School District.

Upon request, the Santa Monica-Malibu Unified School District will inform you of its appeal procedures. You must file a request for a review of your claim within 18 months following the date you move from the acquired property or the date you receive final compensation for the property, whichever is later. Your appeal must be in writing. However, if you need help, the Relocation Agent will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Santa Monica-Malibu Unified School District's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State). The Santa Monica-Malibu Unified School District will explain whether this option is available.

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

### **I Have More Questions. Who Will Answer Them?**

If you have any questions after reading this booklet, contact the Relocation Consultant, *Del Richardson & Associates, Inc.* and discuss your concerns with a Relocation Agent.

Relocation Agent: \_\_\_\_\_

Address: **510 South La Brea Avenue, Inglewood, CA 90301**

Office Hours: **9:00 am until 8:0 pm (Monday through Friday)**  
**Saturday and Sunday by appointment.**

Telephone Number: **(310) 645-3729**