

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

February 21, 2013

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DN-1007-12/13

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EDIT: Dollar Amount for Change Order No. 10 (*pages 2-3 of this addendum*)
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- A.24 Master Agreement between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)
EDIT: Language in the agreement (*pages 7-14 of this addendum*)

INFORMATION ITEMS

SW

TO: BOARD OF EDUCATION ACTION/CONSENT
02/21/13
FROM: SANDRA LYON / JANECE L. MAEZ / STUART A. SAM UPDATE
RE: AMENDMENT TO CONTRACT AMOUNT – LEASE LEASEBACK – JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDING E, F & G, NEW ADMINISTRATION, MODERNIZATION AND SITE IMPROVEMENTS PROJECT (PACKAGE 2B) – SWINERTON BUILDERS – MEASURE BB

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve Change Order No. 10 for the Lease Leaseback -John Adams Middle School – Replacement of Classroom Building E, F & G, New Administration, Modernization and Site Improvements Project (Package 2B) to Swinerton Builders, for an amount of ~~\$315,221.72~~ \$194,439.72 for a total contract amount of ~~\$12,734,081.74~~ \$12,613,299.74.

Funding Information

Budgeted: No
Fund: 82
Source: Measure BB
Account Number: 82-90500-0-00000-85000-6200-011-2600
Budget Category: Hard Costs/Construction
DSA #: 03-112808
Friday Memo: 2/15/13

COMMENTS: On July 20, 2011, the Santa Monica-Malibu Unified School District Board of Education awarded Swinerton Builders the Lease Leaseback contract for the John Adams Middle School – Replacement of Classroom Building E, F & G, New Administration, Modernization and Site Improvements Project (Package 2B) in the amount of \$11,728,854. Since this time, nine (9) change orders have been approved by the Board of Education for a total amount of \$690,006.02

Change Order No 10 includes six (6) items related to unforeseen conditions totaling \$84,662 and eight (8) items related to required additional scope totaling ~~\$230,559.72~~ \$109,777.72 for a total Change Order amount of ~~\$315,221.72~~ \$194,439.72.

These funds will be drawn from the Construction Budget and Program Reserve. The contract duration will be increased by six (6) day for a total contract duration of 471 days.

(continued on next page)

Change Order No. 10 includes the following changes to the terms of the contract:

ORIGINAL CONTRACT AMOUNT	\$11,728,854.00
CHANGE ORDER NO. 1	\$106,339.03
CHANGE ORDER NO. 2	\$15,787.16
CHANGE ORDER NO. 3	\$25,369.51
CHANGE ORDER NO. 4	\$52,926.56
CHANGE ORDER NO. 5	\$47,660.21
CHANGE ORDER NO. 6	\$120,782.00
CHANGE ORDER NO. 7	\$44,962.23
CHANGE ORDER NO. 8	\$103,655.24
CHANGE ORDER NO. 9	\$172,524.08
CHANGE ORDER NO. 10	\$315,221.72 194,439.72
TOTAL CONTRACT	\$12,734,081.74

Change Order No. 10 (CO-10) includes a six (6) day increase to the contract time.

ORIGINAL CONTRACT TIME:	465 Days
CHANGE ORDER NO. 1:	0 Days
CHANGE ORDER NO. 2:	0 Days
CHANGE ORDER NO. 3:	0 Days
CHANGE ORDER NO. 4:	0 Days
CHANGE ORDER NO. 5:	0 Days
CHANGE ORDER NO. 6:	0 Days
CHANGE ORDER NO. 7:	0 Days
CHANGE ORDER NO. 8:	0 Days
CHANGE ORDER NO. 9:	0 Days
CHANGE ORDER NO. 10:	6 Days
TOTAL CONTRACT AMOUNT:	471 Days

A Friday Memo accompanies this item.

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

TO: BOARD OF EDUCATION ACTION/CONSENT
02/21/13
FROM: SANDRA LYON / JANECE L. MAEZ / STUART A. SAM **UPDATE**
RE: CONTRACT AMENDMENT #13 FOR SPECIAL TESTING & INSPECTION,
GEOTECHNICAL & SOILS SERVICES – LINCOLN MIDDLE SCHOOL –
REPLACEMENT OF CLASSROOM BUILDING ‘C’ & SITE IMPROVEMENTS
(PACKAGE 2) – CONVERSE CONSULTANTS – MEASURE BB

RECOMMENDATION NO. A.17

It is recommended that the Board of Education approve Contract Amendment #13 with Converse Consultants to provide special testing & inspection services and geotechnical & soils testing services for the Lincoln Middle School Replacement of Classroom Building C & Site Improvement Project (Package 2) in the amount of \$135,650 for a total contract amount of ~~\$549,688~~ \$547,945.

Funding Information

Budgeted: Yes
Fund: 82
Source: Measure BB
Account Number: 82-90500-0-00000-85000-5802-012-2600
DSA Number: 03-112865
Budget Category: Soft Costs/Testing & Inspection/Lab
Friday Memo: 2/15/13

COMMENTS: Converse Consultants is providing both special testing & inspection services and geotechnical & soils testing services, for the Lincoln Middle School / Replacement of Classroom Building ‘C’ & Site Improvements (Package 2) Project. Contract Amendment #11 was approved on July 18, 2012 for an amount for \$152,650 for this scope. The Contract Amendment #11 amount was determined prior to the award of the construction contract and a Project Baseline schedule. Erickson-Hall Construction Company was issued the Notice of Award on November 27, 2012 and their contract was ratified by the Board on December 13, 2012

Contract Amendment #13 is for additional inspection services by Converse Consultants; based upon a detailed review of the contractor’s construction schedule for Lincoln Middle School Replacement of Classroom Building C & Site Improvements Project (Package 2). The Amendment is an increase in the observation and inspection hours necessary to provide geotechnical observation, material inspection and testing.

(continued on next page)

ORIGINAL CONTRACT – John Adams MS	\$26,950
ORIGINAL CONTRACT – Lincoln MS	28,250
CONTRACT AMENDMENT #1 (Adams testing)	8,545
CONTRACT AMENDMENT #2 (Additional Adams testing)	5,682
CONTRACT AMENDMENT #3 (Adams Field Investigation – parking lot)	2,930
CONTRACT AMENDMENT #4 (Adams Relos - geotech observ. & testing)	15,540
CONTRACT AMENDMENT #5 (Adams Green Fringe geotech observ testing)	11,040
CONTRACT AMENDMENT #6 (Lincoln Relos – geotech observ testing)	11,870
CONTRACT AMENDMENT #7 (Adams Green Fringe geotech observ testing)	1,329
CONTRACT AMENDMENT #8 (Lincoln Relos Fire Water Main geotech observ)	10,665
CONTRACT AMENDMENT #9 (Adams New Const. & Mod. Geotech observ)	17,171
CONTRACT AMENDMENT #10 (Adams Additional. geotech testing) \$59,583	57,840
CONTRACT AMENDMENT #11 (Lincoln MS – T&I and Geotech)	152,650
CONTRACT AMENDMENT #12 (Adams New Const. & Mod. geotech observ)	61,833
CONTRACT AMENDMENT #13 (Lincoln MS – Additional T&I and Geotech)	135,650
TOTAL:	\$547,945

A Friday Memo accompanies this item.

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

TO: BOARD OF EDUCATION ACTION/CONSENT
02/21/13
 FROM: SANDRA LYON / JANECE L. MAEZ / STUART A. SAM UPDATE
 RE: CONTRACT AMENDMENT #1 FOR CONTRACT EXTENSION FOR
 RELOCATABLE CLASSROOM AND LIBRARY BUILDINGS – LINCOLN MIDDLE
 SCHOOL – REPLACEMENT OF CLASSROOM BUILDING C & SITE
 IMPROVEMENT (PKG 2) PROJECT – MCGRATH RENT CORPORATION (DBA
 MOBILE MODULAR, INC.) – MEASURE BB

RECOMMENDATION NO. A.18

It is recommended that the Board of Education approve Contract Amendment #1 for contract extension for relocatable classroom and library buildings to McGrath Rent Corporation (dba Mobile Modular, Inc.) for Lincoln Middle School – Replacement of Classroom Building C & Site Improvement (Pkg 2) Project, in the amount of \$151,728.70

Funding Information

Budgeted: No
 Fund: 82
 Source: Measure BB
 Account Number: 82-90500-0-00000-85000-5630-012-2600
 DSA #: 03-112865
 Budget Category: Hard Costs/Construction
 Friday Memo: 2/15/13

COMMENT: The Board of Education previously approved an agreement with Mobile Modular for the Lincoln Middle School for (2) classroom buildings and (1) library for the duration of thirty (30) months. The original contract was to serve the Lincoln Middle School Relocatables & Site Utilities (Classroom & Library) Package 1A Project (DSA #03-112987) and the Lincoln Middle School Modernization of Building E Package 1B Project (DSA #03-113031). A 26 month contract was approved by the Board of Education on 07/06/09. An additional 4 months was approved by the Board of Education on 10/01/09. This proposed contract extension will serve through completion of building construction for the Lincoln Middle School Replacement of Classroom Building C & Site Improvement Package 2 Project.

The 23 month contract extension is for additional lease of (2) 24'x40' classroom relocatable trailers and (1) 48'x40' library relocatable trailer.

Original agreement amount	\$248,849.50
CA #1	\$151,728.70
Total contract amount	\$400,578.20

The budget for this work will come from contingency and remaining relocatable budget ~~project soft cost allocations~~.

A Friday Memo accompanies this item.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

02/07/13

FROM: SANDRA LYON

Postponed
from 02/07/13

RE: ADOPT MASTER AGREEMENT BETWEEN THE SANTA MONICA-
MALIBU EDUCATION FOUNDATION (SMMEF) AND THE SANTA
MONICA-MALIBU UNIFIED SCHOOL DISTRICT (SMMUSD)

UPDATE

RECOMMENDATION NO. A.24

It is recommended that the Board of Education adopt the Master Agreement between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD).

COMMENTS: This agreement was developed by examining the master agreements used by education foundations and school districts throughout the state of California. It was revised to meet the needs of SMMEF and SMMUSD in establishing the newly defined relationship as part of the Board of Education's adoption of the revised BP 3290 Acceptance of Gifts and to meet the purpose and timeline for the newly established policy.

The Board of Education provided input on November 15, 2012, and the superintendent received subsequent input from legal counsel, a board subcommittee, and the Superintendent's Advisory Committee.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**MASTER AGREEMENT BETWEEN
THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT AND
SANTA MONICA-MALIBU EDUCATION FOUNDATION**

This Master Agreement is entered into as of the 21st day of February, 2013, by and between the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, a California unified school district (the "District"), and the SANTA MONICA-MALIBU EDUCATION FOUNDATION, a California non-profit mutual benefit corporation (the "Foundation"), with reference to the following facts:

A. The District operates a public education system in the cities of Santa Monica and Malibu.

B. The Foundation was established in 1982 with a mission to raise funds to enhance equity and access to a vibrant educational experience for all students in the District and, in particular, to support programs in the arts, academics and athletics through permanent endowment funds, special events and fundraising campaigns.

C. Alongside the fundraising activities of the Foundation, PTA and other booster groups for individual schools have historically raised funds to supplement District resources for the benefit of students in those schools. Recognizing the facts that there are differences among various communities in their ability to contribute these additional funds for local schools and that these differences perpetuate inequalities in educational opportunities among individual schools and their students, in November, 2011, the Santa Monica-Malibu Unified School District Board of Education (the "BOE") adopted revised Board Policy 3290, Acceptance of Gifts, to establish a centralized and collaborative fundraising system to enable the District to provide equity in programs and personnel in all District schools while preserving flexibility at each school.

D. Among other things, Board Policy 3290 (1) significantly modified and expanded the role of the Foundation by designating it as the only fundraising entity for the District to use to pay for personnel and professional development, and (2) requires formalization of the relationship between the District and the Foundation to specify the roles and obligations of both entities in connection with this new centralized fundraising policy.

NOW, THEREFORE, in order to formalize the relationship between the District and the Foundation regarding centralized fundraising contemplated in Board Policy 3290, the District and the Foundation agree as follows:

1. Annual Funding.

a. Not later than April 15 of each year, commencing April 15, 2014, the District's Superintendent of Schools (the "Superintendent") shall, in consultation with the Superintendent's Advisory Committee and/or such other individuals and organizations as the Superintendent may deem appropriate, develop a list of potential programs appropriate for funding by the Foundation for the fiscal year beginning July 1 of the following fiscal year, commencing July 1, 2014, including an estimate of the cost of each such program (the "Proposed Annual Program Plan"), and provide a copy thereof to the Foundation's Executive Director (the "Executive Director"). In developing the Proposed Annual Program Plan, the Superintendent shall prioritize programs that can be sustained over a multi-year period and focus on student-based needs across the District.

b. Not later than May 31 of each year, commencing May 31, 2014, the Executive Director shall convene a meeting of the Board of Directors of the Foundation (the "Foundation Board") to discuss the Proposed Annual Program Plan for the purpose of determining the Foundation's capacity to raise funds to support those programs. Following such meeting, the Executive Director shall report the results of the Foundation Board discussion to the Superintendent.

c. Not later than June 30 of each year, commencing June 30, 2014, the Superintendent shall report to the BOE at a public meeting regarding the Proposed Annual Program Plan and the response from the Foundation Board and the BOE shall designate those programs which it determines should be funded by the Foundation in light of information received from the Foundation Board.

d. Not later than January 31 of the following fiscal year, the Superintendent and the Executive Director shall enter into a separate agreement which sets forth the programs to be funded by the Foundation and the amounts to be funded for those programs (the "Annual Program Plan Agreement") beginning July 1. Nothing in this Agreement shall (1) require that the Foundation fund an amount greater than the amount actually raised during the preceding calendar year, excluding amounts placed in endowment accounts, less operating expenses consistent with the applicable budget referred to in Section 6a below, or (2) preclude the District from using other funds in conjunction with those to be provided by the Foundation to pay for the programs identified in the applicable annual agreement.

e. Not later than August 31 of each year, commencing August 31, 2014, the Foundation shall deliver a check payable to the District in the full amount to be funded by the Foundation as set forth in the applicable Annual Program Plan Agreement.

f. The Foundation shall not provide funding for programs or activities other than those designated in an Annual Program Plan Agreement, except to the extent mutually agreed upon and approved in writing by the Superintendent and the Executive Director, or to any person, entity or organization other than the District.

g. Nothing in this Agreement shall preclude the Foundation from making a separate funding allocation to the District for a purpose other than the programs included in the applicable Annual Program Plan Agreement, so long as the purpose for, and the amount of, such funding has been previously approved by the Foundation Board and subsequently by the BOE at a public meeting.

2. Fundraising Plan.

a. By November 30 of each year following the BOE's determination under Section 1c above, commencing November 1, 2013, the Foundation shall present to the Superintendent for review a proposed Fundraising Plan setting forth specific fundraising goals for the fiscal year beginning the following July 1 and specific activities designed to achieve those goals. After consultation with the Foundation, the Superintendent shall present the draft plan to the BOE for comment at a regular public meeting by no later than February 1 of the following year.

b. Following comments on the draft plan by the BOE, the Foundation Board shall adopt the final Fundraising Plan incorporating any changes recommended by the BOE which the Foundation Board deems to be appropriate and provide a copy thereof to the Superintendent.

c. Subsequent fundraising plans may modify goals and activities for specific years from those contained in previous adopted fundraising plans as the Foundation Board may deem appropriate but no substantive changes shall be made in current fundraising plans that have been reviewed by the BOE without prior written notice to the Superintendent and, if the Superintendent deems it appropriate, without review by the BOE.

d. Each fundraising plan shall reflect any general conditions and limitations applicable to gifts made directly to the District or the Foundation as the BOE may adopt from time to time.

e. The BOE has reviewed a fundraising plan covering fiscal years 2012-2013, 2013-2014 and 2014-2015 and provided comments thereon.

3. Evaluation of Funded Programs.

a. Each annual agreement between the District and the Foundation contemplated under Section 1d above, shall, to the extent feasible, include metrics by which the degree of success of each program can be evaluated following the applicable fiscal year.

b. Not later than September 30 of each year, except to the extent previously agreed upon in writing by the Superintendent and the Executive Director, the Superintendent shall provide a report to the Executive Director and subsequently to the Foundation Board regarding the programs funded by the Foundation during the immediately preceding fiscal year. Such report shall evaluate the success of each program through use of any agreed-upon metrics and other criteria determined by the Superintendent to be relevant and shall include a narrative discussion thereof from the Superintendent.

c. The foregoing report shall be made available by the Executive Director, posted on the websites of the District and the Foundation and may be made available by the Foundation to donors and potential donors.

4. Donor Relations.

a. As soon as reasonably practicable following the commencement of each school year, the District shall provide the Foundation with its master parent and alumni databases for use by the Foundation solely in connection with its fundraising activities. The Foundation shall not (1) use any of the information from these databases for any other purpose, (2) sell or otherwise make available to any person, entity or organization the databases or any of the information contained therein, or (3) use any of the information contained therein in a manner which, in any way, would violate any applicable law, ordinance or regulation or any privacy policy adopted by the District.

b. The Foundation shall assume primary management responsibility for contact with donors and potential donors for the purpose of fundraising but nothing in this Agreement shall preclude or limit the District's right to contact any of such donors or potential donors for any other purpose or to meet with any of them relating to fundraising with the consent of the Executive Director.

c. The District shall make members of the BOE, the Superintendent and other senior District staff members reasonably available to meet with donors or potential donors to assist in fundraising activities.

5. Governance.

a. The Foundation represents and warrants to the District that it is a non-profit mutual benefit corporation duly organized and validly existing in good standing in the State of California and is an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Foundation agrees to maintain its corporate, good standing and tax-exempt status at all times.

b. The Foundation has delivered to the District true and correct copies of its Articles of Incorporation, Bylaws, list of all members of the Foundation Board and a list of all employees as in effect on the date hereof. The Foundation agrees to advise the Superintendent of any changes to its Articles of Incorporation or Bylaws within thirty (30) days after such changes are made and that it shall provide to the District, not later than September 30 of each year, updated lists of all members of the Foundation Board and employees.

~~c. PTA-Ed Foundation Liaisons (the "Liaisons") consisting of the president of the PTA, or a designated representative, from each District school, and the Executive Director, or his or her designated representative, shall meet monthly, at a minimum, to discuss funding and program needs of the individual schools and other relevant topics. The Liaisons shall serve as a conduit and link between the PTAs and the Foundation. The Foundation shall work collaboratively with the Liaisons to share information, and to develop and coordinate centralized fundraising efforts at individual schools and district-wide.~~

d. The Executive Director, or his or her designated representative, shall ~~meet~~ establish monthly meetings with PTA-Ed Foundation Liaisons (the "Liaisons") consisting of the president of the PTA, or a designated representative, from each District school, ~~on a monthly basis, at a minimum,~~ to discuss fundraising at the individual schools and other relevant topics. The Liaisons shall serve as a conduit and link between the PTAs and the Foundation. The Foundation shall work collaboratively with the Liaisons to share information, and to develop and coordinate centralized fundraising efforts at individual schools and district-wide.

e. Each year, the BOE shall appoint two of its members to act as liaisons to the Foundation Board. The Foundation shall include the Superintendent, or his or her designated representative, and the BOE's liaison members as liaisons to all Foundation strategic planning committees and the District shall include the Executive Director, or his or her designated representative, as a liaison to all District strategic planning committees.

6. Foundation Reporting.

a. The Foundation has provided to the District a true and correct copy of its Annual Foundation Budget for the fiscal year ending June 30, 2013. Not later than May 31 prior to the beginning of each subsequent fiscal year, the Foundation shall provide to the Superintendent a Proposed Annual Foundation Budget for such fiscal year for review and comment by the BOE. No Annual Foundation Budget shall be effective for the Foundation unless and until it has been reviewed by the BOE at a public meeting. The Foundation Board shall consider, in its reasonable discretion, any comments made by the BOE prior to adopting the applicable budget and, following adoption, such budget shall be posted on the Foundation's website. In the event there are substantive changes to the Annual Foundation Budget during any fiscal year, the Executive Director shall provide a copy of the Revised Annual Foundation Budget to the Superintendent for review and comment and, if the Superintendent elects, the Superintendent will forward such copy to the BOE for its review and comment.

b. Within thirty (30) days following the end of each quarter, the Executive Director shall provide to the Superintendent a Quarterly Foundation Status Report setting forth the cash flow of the Foundation reflecting contributions and other income and operating expenses, itemized in reasonable detail.

c. Not later than ninety (90) days following the end of each fiscal year, the Executive Director shall provide to the Superintendent Unaudited Financial Statements of the Foundation for the preceding fiscal year in such detail as the Superintendent may reasonably request. Such Unaudited Financial Statements shall be accompanied by an explanation by the Executive Director of the extent to which the Foundation has met the goals set forth in the applicable fundraising plan reviewed by the BOE under Section 2a above.

d. Not later than thirty (30) days following receipt of the Annual Audit of the Foundation's financial statements for any fiscal year, the Executive Director shall provide to the Superintendent a copy of such Annual Audit, including any comments by the auditor regarding the reporting and internal control policies of the Foundation. The Foundation's audited financial statements and comments shall be posted on the Foundation's website.

e. The Executive Director, or his or her designee, shall provide an update of the Foundation's activities, including a report regarding the goals set forth in the applicable Fundraising Plan, to the BOE at a public meeting on a quarterly basis.

7. Annual Review/Approval of this Agreement.

a. As soon as practicable following receipt each year of the audited financial statements of the Foundation and the Executive Director's report referred to in Section 6 above, the Superintendent shall meet with the Executive Director to discuss the Foundation's activities, the actions of the Foundation Board, including the programs determined by the Foundation Board and the BOE to be funded during the previous fiscal year, and the terms of this Agreement.

b. Following such meeting, the Superintendent shall report to the BOE with respect to the Superintendent's findings, including any changes the Superintendent may deem advisable to this Agreement. The BOE shall consider such recommendations in a public meeting and shall determine what, if any, changes should be made to this Agreement for the following year and whether any other actions should be taken by the District.

c. If the BOE determines that amendments should be made to this Agreement, the Superintendent shall provide the Executive Director with a list of those amendments for review and comment by the Foundation Board at its next meeting. Following such meeting of the Foundation Board, the Executive Director shall report to the Superintendent whether the Foundation Board objected to any proposed amendments and, if so, the reason or reasons for such objections. If the Foundation Board did object to some or all of the proposed amendments, the Superintendent shall report those objections to the BOE. A subcommittee comprised of the Superintendent, the Executive Director, the BOE Liaisons and the Foundation Board shall convene to come to mutual agreement before the BOE approves the Annual Program Plan Agreement at its regularly scheduled Board meeting.

d. Following the foregoing determinations by the BOE and the Foundation Board, after following the process outlined in Section 7C above, any amendments to this Agreement shall be deemed effective only if such amendments are in writing and consented to by both the BOE and the Foundation, such consent to be evidenced by the signature of both parties.

e. This Agreement shall automatically renew on December 31 of each year commencing December 31, 2015, unless terminated by either party by not later than the preceding November 30.

8. Advocacy.

a. The Foundation shall not endorse or oppose any candidate for the BOE, the City Councils of the City of Malibu and the City of Santa Monica or the Santa Monica College Board of Trustees or support or oppose any recall campaign applicable to any member of any of such bodies.

b. The Foundation shall not oppose any ballot measure placed on any ballot with the approval of the BOE.

c. The Foundation shall comply with all legal restrictions applicable to non-profit corporations and 501(c)(3) entities regarding expenditures for political purposes.

9. Communications

a. All press releases, media inquiries and other communications with the press concerning any joint activities of the District and the Foundation shall be reviewed and approved prior to release by the Executive Director and the Superintendent or his or her designee. All such communications relating to programs conducted by the District and being funded by the Foundation rather than the fundraising activities of the Foundation shall be handled solely by the District in accordance with its customary policies.

b. No staff member of the Foundation or member of the Foundation Board, Advisory Board or committee shall, at any time, represent themselves to the press or any other person as speaking on behalf of the District unless specifically requested to do so by the Superintendent.

c. No staff member of the District or member of the BOE or any District committee shall, at any time, represent themselves to the press or any other person as speaking on behalf of the Foundation unless specifically requested to do so by the Executive Director.

d. The District shall not use the Foundation's logo for any purpose unless approved in writing by the Executive Director and the Foundation shall not use the District's logo for any purpose unless approved by the Superintendent.

e. Use by the Foundation of the District's district-wide voice messaging systems must be previously approved in writing by the Superintendent.

f. Each of the Foundation and the District shall provide a link on its website to the website of the other.

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intentionally left blank.]

IN WITNESS WHEREOF, this Master Agreement has been entered into as of the date first above written.

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, a California unified school district

By: _____
Sandra Lyon
Superintendent

SANTA MONICA-MALIBU EDUCATION FOUNDATION, a California non-profit mutual benefit corporation

By: _____
Linda Greenberg Gross
Executive Director