



BOARD OF EDUCATION MEETING AGENDA

April 16, 2015

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education will be held on **Thursday, April 16, 2015**, in the **District Administrative Offices**: 1651 16th Street, Santa Monica, CA. The Board of Education will call the meeting to order at 4:30 p.m. in the Board Conference Room at the District Offices, at which time the Board of Education will move to Closed Session regarding the items listed below. The public meeting will reconvene at 5:30 p.m. in the Board Room.

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

Note:

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

Time Certain Items: Those items listed for a specified time (marked in the margin) are so noted to give the public an indication of when the Board will hear that item. However, if it is prudent to do so, the Board may adjust the time stamp to complete an item currently on the floor, but will not delay the time stamped item for more than fifteen (15) minutes.

CLOSED SESSION (4:30-5:30 p.m.)

I. PUBLIC COMMENTS FOR CLOSED SESSION ITEMS ONLY

Persons wishing to address the Board of Education regarding an item scheduled for closed session must submit the “Request to Address” card prior to the start of closed session.

II. CLOSED SESSION (60 minutes)

- **Government Code §54956.9(d)(1)** (35)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
 - **Name of Case:** America Unites for Kids, and Public Employees for Environmental Responsibility vs. SMMUSD Superintendent, SMMUSD Associate Superintendent and Chief Financial Officer, and SMMUSD Board of Education; U.S. District Court Case No. 2:15-CV-2124
- **Government Code §54957** (5)
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
 - Title: Director, Human Resources
 - Title: Principal, Grant Elementary School
- **Government Code §54957** (5)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- **Government Code §54957.6** (15)
CONFERENCE WITH LABOR NEGOTIATORS
 - Agency designated representative: Sandra Lyon
 - Employee Organizations: SMMCTA

OPEN SESSION (5:30 p.m.)

III. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

IV. APPROVAL OF THE AGENDA

V. APPROVAL OF MINUTES

- A.01 March 5, 2015.....1
- March 19, 2015

VI. BOARD OF EDUCATION – COMMENDATIONS / RECOGNITIONS (10 minutes)

- Celebration for Cesar Chavez’s Birthday (10)

VII. STUDY SESSION (60 minutes)

These items are staff presentations and/or updates to the Board of Education.

- S.01 School Site Presentation (60).....2
- Santa Monica High School

VIII. COMMUNICATIONS (30 minutes)

The Communications section provides an opportunity for the Board of Education to hear reports from the individuals or committee representatives 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 (15)
 - 1. Alaleh Mokhtari – Santa Monica High School (5)
 - 2. Skylar Washington – Malibu High School (5)
 - 3. Maia Joseph – Olympic High School (5)
- B. SMMCTA Update – Ms. Sarah Braff (5)
- C. SEIU Update – Ms. Keryl Cartee-McNeely (5)
- D. PTA Council – Ms. Rochelle Fanali (5)

IX. SENIOR STAFF REPORTS (20 minutes)

- A. Asst. Supt., Educational Services – Dr. Terry Deloria (5)
- B. Asst. Supt., Human Resources – Dr. Mark Kelly (5)
- C. Assoc. Supt., Business & Fiscal Services/CFO – Ms. Janece Maez (5)
- D. Superintendent – Ms. Sandra Lyon (5)

X. CONSENT CALENDAR (10 minutes)

As agreed by the President, Vice President, and Superintendent during agenda planning, consent agenda items are considered routine, require no discussion, and are normally approved all at once by the Board of Education. However, members of the Board of Education, staff, or the public may request an item be moved from the consent agenda to Section XI (Major Items) for clarification and/or discussion.

Curriculum and Instruction

- A.02 Approval of Independent Contractors.....3-4
- A.03 Overnight Field Trip(s) 2014-20155
- A.04 Conference and Travel Approval / Ratification6-8
- A.05 Head Start Written Plan9-9cq
- A.06 Approval of Special Education Contracts – 2014-201510-12

Business and Fiscal

- A.07 Award of Purchase Orders – 2014-201513-13d
- A.08 Acceptance of Gifts – 2014/201514-15

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

A.09	Award of Flooring Materials to KYA Services, LLC – Bid #16.01 – Year One of a Five-Year Contract and to Standardize Carpet Specifications to Meet Collaborative for High Performing Schools (CHPS) Sustainable Criteria as Stated Below.....	16-17
A.10	Amendment to Contract for Lighting Fixture Replacement and System Controls (Equipment Only) – Malibu High and Cabrillo Elementary Schools – Bid #15.08 to United Electric-Chino and to Approve a Budget Allocation from Measure ES-2 Unallocated Funds – Change Order #2	18
A.11	Award of Contract to Sigmanet for Installation of Wireless Access Points, Telephone and Intermediate Distribution Frame (IDF) Equipment – and to Piggyback on CMAS Contract #3-15-70-2486E, Phase I Technology – Measure ES-2 Bond Program	19
A.12	Award of Contract to VWR Scientific Products for the Purchase of Science Equipment – And to Piggyback on E&I RFP #682665 – FF&E Measure BB Bond Program Budget	20
A.13	Amendment to Contract to Meridian IT/Promark Technology, Inc. for the Purchase of Wireless Access Points, Telephone and Intermediate Distribution Frame (IDF) Equipment – And to Approve the Use of Promark Technologies, Inc. Piggyback GSA Contract #GS-35F-4342D, Phase I Technology – Measure ES-2 Bond Program – Change Order #1	21
A.14	Award of Contract to Follett School Solutions, Inc. for the Purchase of Follett Destiny Solution Circulation and Asset Management Software, Phase I Technology – Measure ES-2	22

Facilities Improvement Projects

A.15	Accept Work as Completed on the Lease-Leaseback – John Adams Middle School – Replacement of Classroom Buildings E, F, & G, New Administration, Modernization, & Site Improvements (Package 2B) – Swinerton Builders, Inc. (SBI) – Measure BB	23
A.16	Ratification of Developer-Contractor Resolution Agreement – John Adams Middle School – Replacement of Classroom Buildings E, F, & G, New Administration, Modernization, & Site Improvements (Package 2B) – Swinerton Builders, Inc. (SBI) – Measure BB	24

Personnel

A.17	Certificated Personnel – Elections, Separations.....	25-30
A.18	Classified Personnel – Merit	31-33
A.19	Classified Personnel – Non-Merit.....	34
A.20	Student Teaching / Internship Agreement – Allian International University	35
A.21	Administrative Appointment	36
	<i>Director, Human Resources</i>	
	<i>Principal, Grant Elementary School</i>	

XI. 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 (the following rules apply to both general public comments as well as comments about a specific agenda item). The Brown Act (Government Code) states that Board members may not engage in discussion of issues raised during 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. Individual members of the public who submit a public speaking card prior to the Board hearing an agenda item or general

public comments shall be allowed three (3) minutes to address the Board on each agenda or nonagenda item, depending on the number of speakers. If there are ten or more speakers on an agenda or nonagenda item, the Board shall limit the allowed time to two (2) minutes per speaker. Individual speakers who submit a public speaking card after the Board begins to hear an agenda item or general public comments shall be allowed one (1) minute to address the Board. A public speaker may yield his/her time to another speaker, but must be present when his/her name is called. The donor would then give up his/her opportunity to speak. The public speaker who receives the donated minutes shall speak for no more than four (4) minutes maximum. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. Individuals represented by a common point of view may be asked to select one individual to speak for the group. The president may, at his/her discretion, allow five (5) minutes for those who are serving as a spokesperson for a group or organization. The Board may limit the total time for public input on each item to thirty (30) 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.**

DISCUSSION and MAJOR Items

As a general rule, items under DISCUSSION and MAJOR will be listed in an order 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 earlier in the meeting if it appears that there is special interest by the public or as a courtesy to staff members making presentations to the Board.

XII. DISCUSSION ITEMS (120 minutes)

These items are submitted for discussion. Any action that might be required will generally be scheduled for the next regularly scheduled Board meeting.

D.01	Vision for Student Success (Funded by SMMEF): Program Evaluation for 2014-15 and Prioritization for 2015-16 (30).....	37
D.02	Presentation and Discussion Regarding Project Labor Agreements (PLAs) (30).....	38
D.03	Budget Update (15).....	39
D.04	Response to Instruction and Intervention (RTI ²) for Advanced Learners (Formerly GATE) Update (15)	40
D.05	Information on CAASPP (Smarter Balanced) Summative Online Assessment Readiness (15).....	41
D.06	Local Control Accountability Plan (LCAP) Update – Priorities 7 and 8 (15).....	42

XIII. MAJOR ITEMS (60 minutes)

These items are considered to be of major interest and/or importance and are presented for action at this time. Some may have been discussed by the Board at a previous meeting.

	A.22	Approval of the 2013-14 Annual Measure “BB” Audit Report (10)	43
	A.23	Annual Report on Measure “BB” Expenditures from the Citizens’ Bond Oversight Committee (20)	44
7:00 pm	A.24	Public Hearing – Measure R Parcel Tax 2015-16 Annual Plan (5).....	45-46
	A.25	Public Hearing – Resolution to Convey an Easement for Public Utility Purposes to the City of Santa Monica for the Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project (10).....	47
	A.26	Adopt Resolution No. 14-23 – Resolution to Convey an Easement for Public Utility Purposes to the City of Santa Monica for the Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project (10).....	48-50t
	A.27	Public Hearing – Negotiation Proposals for SMMUSD and Santa Monica-Malibu Classroom Teachers Association (SMMCTA) (5)	51
	A.28	Adopt Resolution No. 14-24 – Tax and Revenue Anticipation Notes (TRANS) (5).....	52-52ac

XIV. INFORMATIONAL ITEMS (0 minutes)

These items are submitted for the public record for information. These items do not require discussion nor action.

I.01	Supplemental Textbooks.....	53-54
I.02	Quarterly Report on Williams Uniform Complaints	55-55a
I.03	Quarterly Report on Disability Harassment Reporting	56
I.04	Quarterly Report on Hate Motivated Behavior	57
I.05	Santa Monica-Malibu Unified School District (SMMUSD) Sunshine Proposal to Open Negotiations with the Santa Monica-Malibu Classroom Teachers Association (SMMCTA) for the Successor Collective Bargaining Agreement.....	58-60

XV. BOARD MEMBER ITEMS

These items are submitted by individual board members for information or discussion, as per Board Policy 9322.

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

A member of the public may request that a matter within the jurisdiction of the board be placed on the agenda of a regular meeting, as per Board Policy 9322. The request shall be in writing and be submitted to the superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue. The board president and superintendent shall decide whether a request is within the subject matter jurisdiction of the board. Items not within the subject matter jurisdiction of the board may not be placed on the agenda. In addition, the board president and superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

XVII. 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.)

XVIII. BOARD MEMBER COMMENTS

A Board member may make a brief announcement or report on his/her own activities relative to Board business. There can be no discussion under “BOARD MEMBER COMMENTS.”

XIX. 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.

XX. CLOSED SESSION

The Board of Education will, if appropriate, adjourn to Closed Session to complete discussion on items listed under Section III (Closed Session) following the regular business meeting.

XXI. ADJOURNMENT

This meeting will adjourn to a regular meeting scheduled for 5:30 p.m. on **Thursday, May 7, 2015**, in the **Malibu City Council Chambers**: 23825 Stuart Ranch Road, Malibu, CA.

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 2014-2015

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

July through December 2014					
Month	1 st Thursday	2 nd Thursday	3 rd Thursday	4 th Thursday	Special Note:
July			7/16* DO		*Wednesday, 7/16
August		8/13* DO		8/28 DO	*Wednesday: 8/13 First day of school: 8/19
September	9/4* DO		9/18 DO	9/25* DO	*9/4: MS Back to School Night *9/25: Admissions Day Holiday
October	10/2 M <u>DO</u>		10/16 DO	10/30* DO	*10/30: 5 th Thursday
November	11/6 M		11/20 DO		Thanksgiving: 11/27-28
December		12/11 DO		winter break	
Winter Break: December 22 – January 2					
January through June 2015					
Winter Break: December 22 – January 2					
January	winter break	1/15 DO	1/20* DO		*1/20: Special Meeting (Tues.)
February	2/5 M		2/19 DO		
March	3/5 DO	3/12* DO	3/19 M		*3/12: Special Board Meeting
Spring Break: March 30 – April 10					
April	spring break	spring break	4/16* DO	4/23 DO	*4/16: rescheduled from 4/23
May	5/7 M		5/21 DO		
June		6/11 DO		6/24* DO 6/29* DO	Last day of school: 6/5 *Wednesday: 6/24 *6/29: Special Meeting (Mon.)

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

TO: BOARD OF EDUCATION
FROM: SANDRA LYON
RE: APPROVAL OF MINUTES

ACTION
04/16/15

RECOMMENDATION NO. A.01

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

March 5, 2015
March 19, 2015

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

STUDY SESSION

TO: BOARD OF EDUCATION
FROM: SANDRA LYON / TERRY DELORIA
RE: SCHOOL SITE PRESENTATIONS

STUDY SESSION
04/16/15

STUDY SESSION ITEM NO. S.01

Principal Mayoral will share substantive, current school information on Santa Monica High School. Principals were asked to provide information on two topics:

1. Implementation of Vision for Student Success programs funded by SMMEF
2. Progress update on one of the district's PERCS goals:
 - a. PLCs
 - b. RTI²
 - c. Equity and Access for Student Success
 - d. STEM
 - e. CCSS

Principal Mayoral will share the first year implementation of Restorative Justice and plans for next year. Restorative justice is a philosophy based on a set of principles that guide the response to conflict and harm. These principles are based on practices that have been used for centuries in indigenous cultures and religious groups. Restorative justice's three main goals are:

1. Accountability: Restorative justice strategies provide opportunities for wrongdoers to be accountable to those they have harmed, and enable them to repair the harm they caused to the extent possible.
2. Community safety: Restorative justice recognizes the need to keep the community safe through strategies that build relationships and empower the community to take responsibility for the well-being of its members.
3. Competency development: Restorative justice seeks to increase the pro-social skills of those who have harmed others, address underlying factors that lead youth to engage in delinquent behavior, and build on strengths in each young person.

CONSENT ITEMS

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / JANECE L. MAEZ / STUART SAM

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 2014-15 budget.

Contractor/ Contract Dates	Description	Site	Funding (Measure BB)
Orbach, Huff and Suarez California, LLC Contract Amendment #11 for a Not to Exceed amount of: \$75,000 (Total BB contract amount of \$1,545,495)	Anticipated legal fees for Measure BB program	Measure BB/ Capital Improvements	21,81,82,83-90500-0- 00000-85000-5820- XXX-2600

Contractor/ Contract Dates	Description	Site	Funding
The Artist Collective 4/15/15 through 5/19/15 Not to exceed: \$6,375	Contemporary Dance Workshop with Middle School Students	Lincoln Middle School	01-90830-0-17000- 10000-5802-012-4120 (SMMEF grant)
Yolanda Martinez 3/15/15 – 6/5/15 Not to exceed: \$1,000	To teach and record music for all K students	Franklin	01-00021-0-11100- 10000-5802-002-4020
Fulcrum Learning Systems 3/6/15 Not to exceed: \$10,000	Students face challenges requiring self-confidence to build character around respect, courage, honesty, leadership, and teamwork.	Adams	<u>40%</u> : 01-90150-0-11000- 10000-5802-011-4110 (Reimbursed by PTA) <u>10%</u> : 01-90120-0-11100- 10000-5802-011-4110 (Gift) <u>50%</u> : 01-07090-0-11100- 10000-5802-011-4110 (LCFF-Economic Impact Aid)

<p>Mark Mattson</p> <p>3/1/15 – 6/3/15</p> <p>Amend Amount not to exceed: \$5,000 (original amount for \$3,000 approved on 3/19/15)</p>	<p>To provide organization, practice, coordination and conducting with all 5th grade students for culmination ceremony on 6/3/15 (additional rehearsals and services)</p>	<p>Franklin</p>	<p>01-00021-0-11100-10000-5802-002-4020</p>
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MOTION MADE BY:
 SECONDED BY:
 STUDENT ADVISORY VOTE:
 AYES:
 NOES:
 ABSENT:

TO: BOARD OF EDUCATION
 FROM: SANDRA LYON / TERRY DELORIA
 RE: OVERNIGHT FIELD TRIP(S) 2014-2015

ACTION/CONSENT
 04/16/15

RECOMMENDATION NO. A.03

It is recommended that the Board of Education approve the special field trip(s) listed below for students for the 2014-2015 school year. No child will be denied due to financial hardship.

School Grade # students	Destination Dates of Trip	Principal/Teacher	Cost Funding Source	Subject	Purpose Of Field Trip
Santa Monica High 9 th -12 th 15	Pep Squad 3/19/15-3/22/15	E. Mayoral	\$392 per student paid for by parent donations and fundraising	Pep Squad	USA National Championships

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / 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 information: name, location and date (s) of the conference, complete account code, fund and program names, and the total estimated cost as provided by the site administrator. The average cost for substitute teachers is \$130/day. This figure is furnished for informational purposes and does not reflect the actual amount paid for an individual substitute.)

<u>NAME</u> <u>SITE</u> Account Number Fund – Resource Number	<u>CONFERENCE NAME</u> <u>LOCATION</u> DATE (S)	<u>COST</u> <u>ESTIMATE</u>
<u>DELORIA, Terry</u> Ed Services 01-00000-0-19600-21000-5220-030-1300 General Fund- Function: Supervision of Instruction	2015 May Revision Workshop Ontario, CA May 20, 2015	\$155
<u>HO, Pat</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	2015 May Revision Workshop Ontario, CA May 20, 2015	\$190
<u>KELLY, Mark</u> Human Resources 01-00000-0-00000-74000-5220-028-1250 General Fund- Function: Personnel/Human Resources	2015 May Revision Workshop Ontario, CA May 20, 2015	\$155
<u>LIAW, Susanne</u> Olympic High 01-00020-0-11100-10000-1130-014-1501 General Fund- Resource: VSS	Expository Reading and Writing Course Carson, CA 2/23/15, 2/24/15, 3/17/15, 4/14/15,	\$0 +1 SUB
<u>LINDEMANN, Maya</u> Child Development Services 01-00000-0-11100-31400-5220-041-2400 General Fund- Function: Health Services	Adverse Childhood Experience Study San Diego, CA February 21, 2015	\$25
<u>LINDEMANN, Maya</u> Child Development Services 01-00000-0-11100-31400-5220-041-2400 General Fund- Function: Health Services	Head Start Health Institute Los Angeles, CA April 27 – 29, 2015	\$365

<u>MAEZ, Jan</u> Business Services 01-00000-0-00000-73000-5220-050-1500 General Fund- Function: Business Services	2015 May Revision Workshop Ontario, CA May 20, 2015	\$225
<u>MILLER, Stephanie</u> Olympic High 01-00020-0-11100-10000-5220-014-4140 General Fund- Resource: VSS	Section 504 Downey, CA April 24, 2015	\$45
<u>NGO, Rebecca</u> Adams Middle 01-00000-0-11100-31300-5220-040-2400 General Fund- Function: Attendance & Social Work	Suspension & Expulsion Process Downey, CA March 13, 2015	\$106
<u>ROMAN, Bertha</u> Ed Services 01-90120-0-19100-10000-5220-030-1300 General Fund- Resource: Gifts	CUE Conference Palm Springs, CA March 18 – 22, 2015	\$1,525
<u>WALDORF, Sherry</u> Roosevelt/Franklin/McKinley 01-00000-0-11100-31400-5220-041-2400 General Fund- Function: Health Services	CSNO 65 th Annual Conference Anaheim, CA February 13, 2015	\$180

Adjustments

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

<u>BOYD, Bryn</u> Santa Monica High 01-00021-0-11100-10000-5220-015-4150 General Fund- Resource: VSS	California Association of Directors of Activities San Diego, CA February 25 – 27, 2015	\$500 +1 SUB Plus an Overage of \$107.74
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Group Conference and Travel: In-State

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

<u>BROWN, Tara</u> <u>CULPEPPER, Florence</u> Student Services/Samohi 01-00000-0-11100-31300-5220-040-2400 General Fund- Function: Attendance & Social Work	Suspension & Expulsion Process Downey, CA March 13, 2015	\$125
<u>BUNAYOG, Jesse</u> <u>PEREZ, Elena</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	PC Products Training (LLL, Labor, PSFS) Downey, CA May 12, 2015	\$120

<u>DELORIA, Terry</u> <u>ROMAN, Bertha</u> Ed Services 01-40350-0-11100-21000-5220-035-1300 General Fund- Resource: Teacher Quality	Google West Coast Summit Palm Springs, CA March 21 – 22, 2015	\$1,200
<u>DIAZ, Aida</u> <u>CONZALEZ, Irene</u> Ed Services 01-42010-0-47600-10000-5220-035-1300 General Fund- Resource: Title III	California Association for Bilingual Education San Diego, CA March 16, 2015	\$660
<u>LYON, Sandra</u> <u>LIEBERMAN, Laurie</u> District Office 01-00000-0-00000-71500-5220-020-1200 General Fund- Function: Superintendent	CABE 2015 San Diego, CA March 6, 2015	\$600
<u>WOOLVERTON, Sara</u> <u>+ 4 Additional Staff</u> Special Education 01-65000-0-50010-21000-5220-043-1400 General Fund- Resource: Special Education	2014-2015 Special Education Symposium Glendale, CA March 20, 2015	\$775
<u>WOOLVERTON, Sara</u> <u>+ 3 Additional Staff</u> Special Education 01-56400-0-00000-39000-4310-043-1400 General Fund- Resource: Medi-Cal	Division of Student Support Services Downey, CA April 24, 2015	\$220

Out-of-State Conferences: Individual

<u>BOEWE, Juliette</u> Malibu High 01-90450-0-11100-39000-5220-040-2400 General Fund- Resource: ASCIP Local Grant Awards	CPI Instructors' Conference New Orleans, LA July 20 – 24, 2015	\$750
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Out-of-State Conferences: Group

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / ALICE CHUNG

RE: HEAD START WRITTEN PLAN

RECOMMENDATION NO. A.05

It is recommended that the Board of Education approve the attached the Head Start Written Plan for school year 2015-2016

COMMENT: The Head Start regulations require board approved Written Plan to operate a Head Start preschool program. This Written Plan addresses how the agency will implement services for children and families that meet the required Code of Federal Regulations.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



Santa Monica – Malibu Unified School District
Child Development Department

Head Start
Written Plan
Family and Community Partnerships
(1304.40 – 1304.41)
2015 - 2016

Santa Monica-Malibu Unified School District

**SUBPART C - FAMILY AND COMMUNITY PARTNERSHIPS
1304.40 FAMILY PARTNERSHIPS**

(a) Family goal setting.

(a)(1) Grantee and delegate agencies must engage in a process of collaborative partnership-building with Parents/Legal Guardians to establish mutual trust and to identify family goals, strengths, and necessary services and other supports. This process must be initiated as early after enrollment as possible and it must take into consideration each family’s readiness and willingness to participate in the process.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Every family will complete a Family Assessment (FA) as part of the enrollment process that identifies their interest, articulate their strengths, their needs, and develop goals. And offer them an opportunity to engage in the goal setting process (Individualized Family Partnership Agreement.)</p> <p>FA will re-assess the families’ needs within four months of enrollment date.</p> <p>If parents are not ready to participate in the goal setting process at the first attempt, FA will tried one more time during the year.</p>	<p>At enrollment</p> <p>Within 4 months of enrollment</p> <p>Before 60 calendar days before the end of the school year</p>	<ul style="list-style-type: none"> • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Family Assessment • IFPA • Child Plus

(a)(2) As part of this ongoing partnership, grantee and delegate agencies must offer Parents/Legal Guardians opportunities to develop and implement Individualized Family Partnership Agreements that describe family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them. In home-based program options, this Agreement must include the above information as well as the specific roles of Parents/Legal Guardians in home visits and group socialization activities (see 45 CFR 1306.33(b)).

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Family Advocates will encourage and support family members in entering the goal setting process and developing an Individualized Family Partnership Agreements (IFPA) that is strength based and family driven.</p> <p>Family Advocates will follow up with family via telephone and/or face to face.</p> <p>Home based – N/A</p>	<p>Within 60 calendar days of enrollment date</p> <p>2 times throughout the year (1st time after 4 months of enrollment date)</p>	<ul style="list-style-type: none"> • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • IFPA • Child Plus

(a)(3) To avoid duplication of effort, or conflict with any preexisting family plans developed between other programs and the Early Head Start or Head Start family, the Family Partnership Agreement must take into account, and build upon as appropriate, information obtained from the family and other community agencies concerning preexisting family plans. Grantee and delegate agencies must coordinate, to the extent possible, with families and other agencies to support the accomplishment of goals in the preexisting plans.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>To build upon pre-existing goals and avoid duplication of efforts the Family Assessment will take into account whether or not a family has pre-existing goals with another community agency. Family Advocates will coordinate with families and agencies to support in the accomplishment of these goals.</p>	<p>August – June</p>	<ul style="list-style-type: none"> • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Family Assessment, Progress Notes, • ChildPlus

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(a)(4) A variety of opportunities must be created by grantee and delegate agencies for interaction with Parents/Legal Guardians throughout the year.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Staff will work with Parents/Legal Guardians throughout the year beginning at the enrollment process, through the Parent Training Survey, during Family Assessments, Individualized Family Partnership Agreements, Center Committees, trainings and workshops to identify, develop and implement a variety of activities that support family engagement and school readiness.</p> <p>Parents/Legal Guardians will be given training, materials, information and support from Staff to develop, enhance and increase male involvement in children's life at home, parent committee meetings, Home Visits, etc.</p>	August - June	<ul style="list-style-type: none"> • Family Advocates • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Family Assessment • IFPA • PC & Center Committee Meeting Agendas, and Minutes • Calendar • Flyers • Surveys • ChildPlus

(a)(5) Meetings and interactions with families must be respectful of each family's diversity and cultural and ethnic background.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Staff will be trained in diversity to ensure culturally sensitive interactions with families.</p> <p>Staff will provide interactions with families that are respectful of every family's diversity to ensure families feel welcomed, valued and respected by program staff.</p>	August – June	<ul style="list-style-type: none"> • Family Advocates • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Meeting Agendas • Progress Notes • Classroom Observation • Home Visits

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(b) Accessing community services and resources.

(b)(1) Grantee and delegate agencies must work collaboratively with all participating Parents/Legal Guardians to identify and continually access, either directly or through referrals, services and resources that are responsive to each family’s interests and goals, including:

(b)(1)(i) Emergency or crisis assistance in areas such as food, housing, clothing, and transportation;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Every parent will receive a Resource Directory and a Parent Handbook.</p> <p>A copy of each of these will also be available at a designated area in every center for Parents/Legal Guardians.</p> <p>Resources and information will be culturally and linguistically sensitive.</p> <p>For communication, SMMUSD will post on the parents board in every classroom the names, phone numbers, and work hours for every service area employee and/or mental health consultant assigned to that classroom.</p> <p>Family Advocates will provide referral in emergency or crisis assistance within 2 working days. Families will be linked to community resources and Family Advocates will conduct the initial follow up within 15 days to determine their effectiveness.</p> <p>Staff will participate in community meetings and initiatives that</p>	<p>Within 30 calendar days of enrollment date</p> <p>Prior to first day of school</p> <p>August – June</p>	<ul style="list-style-type: none"> • Family Advocates • Assistant Director • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Resource Directory • Parent Handbook • IFPA • Referrals • Follow instruction from LACOE GIM • Input data to ChildPlus

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At orientation or at site monthly meeting, families will receive training on Family Pedestrian Safety Training.				
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(b)(1)(iii) Opportunities for continuing education and employment training and other employment services through formal and informal networks in the community.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Family Advocates will assist families with their education and training goals by providing referrals to educational resources (GED, adult education, ESL, employment opportunities, workplace literacy, parenting skills, job training, job preparation skills, etc.).</p> <p>Families will be encouraged to volunteer or apply for jobs in the program in ways that support their parenting career or life goals.</p> <p>Staff will form partnerships with educational resources in the community and beyond, including higher education institutions, to support families learning interest and educational goals.</p>	August - June	<ul style="list-style-type: none"> • Family Advocates • Health Coordinator • Assistant Director • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Resource Directory • Flyers • Agendas • Referrals • Progress Notes • Documentation on ChildPlus

(b)(2) Grantee and delegate agencies must follow-up with each family to determine whether the kind, quality, and timeliness of the services received through referrals met the families' expectations and circumstances.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Within 15 calendar days, staff will follow up with families who have received referrals to ensure the quality of services provided and whether their needs were met through the referral. When necessary, staff will provide family with additional referrals and continued support to ensure identified needs are being met.</p> <p>In case of an emergency or crisis, staff will provide resources and support to family within 2 working days.</p>	Within 15 days	<ul style="list-style-type: none"> • Family Advocates • Health Coordinator • MH Consultant • RD Consultant 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Referrals • Progress notes • IFPA • Documentation • ChildPlus

(e) Parent involvement in child development and education.

(e)(1)Grantee and delegate agencies must provide opportunities to include Parents/Legal Guardians in the development of the programs curriculum and approach to child development and education (see 45 CFR 1304.3(a)(5) for a definition of curriculum).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<ol style="list-style-type: none"> 1. At parent meetings, Parents/Legal Guardians will be encouraged to suggest ideas, themes and activities for the curriculum. Parents/Legal Guardians will be informed and gain knowledge of trends in children’s education through aggregation of assessments. 2. Parents/Legal Guardians will be given training, materials, information and support to help develop their skills in supporting dual language 	August - June	<ul style="list-style-type: none"> • Family Advocates • Teachers • Assistant Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Lesson Plans • Home Visit Forms • Developmental Summary • Classroom Observations • Parent Conference Forms • Meeting Agendas

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PC Approval: Pending

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<p>learning at home and school. Children’s assessments will be shared with Parents/Legal Guardians.</p> <p>3. Parents/Legal Guardians will be given training, materials, information and support to develop, enhance and increase male involvement in children’s life at home and school.</p> <p>4. Parents/Legal Guardians and staff will work collaboratively to be supportive of child’s home language in efforts to enhance the dual language approach. Family Advocates recruit/encourage male involvement throughout the program in order to provide children the opportunity to interact with positive male role models through classroom, home and program activities that may include reading books, organizing games, and supporting classroom as needed.</p>				<ul style="list-style-type: none"> • Sign-in Sheets
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(e)(3) Grantee and delegate agencies must provide opportunities for Parents/Legal Guardians to enhance their parenting skills, knowledge, and understanding of the educational and developmental needs and activities of their children and to share concerns about their children with program staff (see 45 CFR 1304.21 for additional requirements related to parent involvement).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD will offer Parents/Legal Guardians the opportunity to participate in culturally sensitive activities that will enhance their parenting skills	August - June	<ul style="list-style-type: none"> • Family Advocates • Health Coordinator 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Lesson plans • Home Visits • Classroom Observations

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<p>and understanding of their child’s developmental needs. Activities will include an opportunity to share concerns about their own children with program staff and consultants including Teacher conferences and lesson planning.</p> <p>During Parent Orientation at the beginning of the school year, staff recruits/encourages parents to volunteer either in the classroom or preparing materials for the classroom from home.</p> <p>All volunteer attended a Volunteer Orientation, is in good health, and has been screened for tuberculosis and Megan’s Law check.</p> <p>When Parents/Legal Guardians volunteer in the classroom they will be encouraged to observe social emotional, cognitive, health and safety of their developing child and share their observations with the appropriate staff.</p> <p>Parents/Legal Guardians will be encouraged to observe their children’s behaviors and activities at home by learning new ways to understand and respond to child’s behavior and share their observations with the appropriate staff.</p> <p>SMMUSD will to implement Center on the Social and Emotional Foundations for Early Learning (CSEFEL) in the Spring 2014.</p>		<ul style="list-style-type: none"> • MH Consultant • RD Consultant • Teachers • Assistant Director 		<ul style="list-style-type: none"> • Parent Workshop • Documentation on ChildPlus
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(f)(2)(iii) Provides Parents/Legal Guardians with the opportunity to learn the principals of preventive medical and dental health, emergency first-aid, occupational and environmental hazards, and safety practices for use in the classroom and in the home. In addition to information

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on general topics (e.g., maternal and child health and the prevention of Sudden Infant Death Syndrome), information specific to the health needs of individual children must also be made available to the extent possible.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Opportunities will be provided to Parents/Legal Guardians to participate in training activities that include, but will not be limited to preventative medical and dental health, emergency first aid, occupational and environmental hazards, safety practices and other general health topics.</p> <p>Parents/Legal Guardians will be encouraged to give input on the kind, quality and appropriateness of training. When necessary, staff will provide information regarding a child's specific health needs to Parents/Legal Guardians.</p> <p>Parents/Legal Guardians will be encouraged to attend workshops related to healthy lifestyles.</p>	August - June	<ul style="list-style-type: none"> • Health Coordinator • MH Consultant • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Agendas • Minutes • Calendar • Resource Directory

(f)(3) Grantee and delegate agencies must ensure that the nutrition education program includes, at a minimum:

(f)(3)(I) Nutrition education in the selection and preparation of foods to meet family needs and in the management of food budgets; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Nutrition education programs for Parents/Legal Guardians will include, but will not be limited to the selection and preparation of</p>	August - June	<ul style="list-style-type: none"> • RD Consultant • Health Coordinator 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Agendas • Surveys

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<p>foods to meet family needs and the management of food budgets. Parents/Legal Guardians will be surveyed to determine their preferences for specific nutrition education topics i.e. Eating Healthy on a Budget, training focuses on juice, milk and whole grains and anemia.</p>		<ul style="list-style-type: none"> • Family Advocates 		<ul style="list-style-type: none"> • Sign-in • Family Assessments • Surveys
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(f)(3)(ii) Parent Discussions with program staff about the nutritional status of their child.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Parents/Legal Guardians will complete a nutrition assessment for their child at the time of enrollment. Nutrition Assessment will be reviewed by Health Coordinator and RD consultant. Also when necessary, staff, including RD consultant will inform parent of nutrition status of child. Counseling and referrals will be offered if necessary and appropriate.</p> <p>A Nutrition plan will be developed for every child based on nutrition and health information in child's file. Nutrition plan will be given to parent and will include nutrition education materials as needed.</p>	<p>August - June</p>	<ul style="list-style-type: none"> • RD Consultant • Health Coordinator • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Nutrition Assessment • Referrals • Progress Notes • Home Visit Forms • Documentation on ChildPlus.

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(f)(4) Grantee and delegate agencies must ensure that the mental health education program provides, at a minimum (see CFR 1304.24 for issues related to mental health education)
(f)(4)(i) A variety of group opportunities for Parents/Legal Guardians and program staff to identify and discuss issues related to child mental health;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Parent meetings will be scheduled at all centers for the purpose of facilitating group discussions on topics such as child development, coping with stress, positive discipline, separation issues, domestic violence, and maintaining healthy relationships.</p> <p>The Mental Health Consultant and/or Health Coordinator and program staff will be available to Parents/Legal Guardians to discuss individual issues, questions or concerns about the child and/or family. MH consultant is available weekly to meet with parent as needed.</p>	August - June	<ul style="list-style-type: none"> • MH Consultant • Health Coordinator • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Agendas • Sign-in Sheets • Progress Notes, • Calendar

(f)(4)(ii) Individual opportunities for Parents/Legal Guardians to discuss mental health issues related to their child and family with program staff; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Staff and Parents/Legal Guardians will have an opportunity to discuss staff observations and child behavior during home visits, parent</p>	August – June and at Home Visits/Center Conferences	<ul style="list-style-type: none"> • Teachers • Family Advocates • MH Consultant 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • ASQ-SE • DRDP • Home Visit Forms

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<p>conferences, as needed and as a part of creating each child’s Individualized Developmental Summary.</p> <p>At enrollment, during program orientation and during completion of the Social Emotional and Developmental Screening tools, staff and Parents/Legal Guardians will have the opportunity to discuss each child’s transition to school, typical separation and attachment issues and the role both staff and Parents/Legal Guardians play in easing the transition. This will support and ensure child has a smooth transition and the beginning stages of building school readiness skills.</p> <p>Parents/Legal Guardians will be invited and encouraged to observe their children both at home and in the school setting and to share their observations with staff as appropriate. Encouraging Parents/Legal Guardians to observe their children in the class will strengthen the family engagement piece between socio-emotional development in the home and in the school setting.</p>		<ul style="list-style-type: none"> • Health Coordinator 		<ul style="list-style-type: none"> • Classroom Observations • Progress Notes • Referrals
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(f)(4)(iii) The active involvement of Parents/Legal Guardians in planning and implementing any mental health interventions for their children.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Parental consent for specialized Mental Health services will be obtained prior to services being performed / delivered.</p> <p>The Mental Health Consultant will be available to Parents/Legal Guardians for consultation to discuss individual problems of the child and/or family.</p>	August - June	<ul style="list-style-type: none"> • MH Consultant • Health Coordinator • Teachers 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Consent for MH Services • In House • Referral • Progress Notes

Parent involvement in community advocacy.

(g)(1) Grantee and delegate agencies must:

(g)(1)(I) Support and encourage Parents/Legal Guardians to influence the character and goals of community services in order to make them more responsive to their interests and needs; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Parents/Legal Guardians will have the opportunity to have input and participating in identifying their needs and the needs of the community. Input may include, but would not be limited to surveys, Community Assessments (CA), Policy Committee and Health Services Advisory Committee (HSAC).</p> <p>Staff will support Parents/Legal Guardians in representing Head Start and its needs at community meetings and events.</p> <p>Parents/Legal Guardians and staff will work together to recruit community representatives for the Policy Committee.</p>	August - June	<ul style="list-style-type: none"> • Family Advocates • Health Coordinator • Assistant Director • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Agendas • Minutes • Sign-in Sheets • Family Assessments • Surveys • Home Visits

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<p>Staff will seek and establish collaborative arrangements with other community agencies and organizations to provide needed social and family services. Such collaborations may include donations of goods or services that would enhance the family's quality of life. Donations may include but would not be limited to:</p> <ul style="list-style-type: none"> • clothing / furniture / food • toys • recreational, educational or entertainment activities 				
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(g)(1)(ii) Establish procedures to provide families with comprehensive information about community resources (see 45 CFR 1304.41(a)(2) for additional requirements).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Every family will receive a comprehensive resource directory. Resources listed will be from the community and will be reviewed and updated annually. Parents/Legal Guardians will be encouraged to make suggestions for additions to the resource directory.</p> <p>Resource directories will also be available to Parents/Legal Guardians at the center. As necessary, staff will provide families with referrals to community services.</p> <p>Staff will be given the opportunity to become aware of community events by attending community partnership meetings and accessing other networking avenues such as</p>	<p>August - June</p>	<ul style="list-style-type: none"> • Family Advocates • Teachers • Assistant Director • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Resource Directory • Flyers • Agendas • Minutes • Sign-in Sheets • Referrals • Progress Notes

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websites, phone and written communications.				
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(g)(2) Parents/Legal Guardians must be provided regular opportunities to work together, and with other community members, on activities that they have helped develop and in which they have expressed an interest.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Parents/Legal Guardians will have the opportunity to express their interests in specific activities through the FA (Family Assessment), Individual Family Partnership Agreement (IFPA), Parent Training Survey, workshop evaluations, surveys, Parent Committees, Policy Committee, Ad Hoc Committees and Advisory Committees. Parents/Legal Guardians will be supported by staff to develop, plan and carry out such activities. Special attention will be paid to assisting Parents/Legal Guardians with the budgeting aspects of planning. Community members and agencies will be invited to participate.	August - June	<ul style="list-style-type: none"> • Family Advocates • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Agendas • Minutes • Family Assessment Surveys

(h) Parent involvement in transition activities.

(h)(1) Grantee and delegate agencies must assist Parents/Legal Guardians in becoming their children’s advocate as they transition both into Early Head Start or Head Start from the home or other child care setting, and from head Start to elementary school, a Title I of the elementary and Secondary Education Act preschool program, or a child care setting.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
In accordance with the Transition Plan following LACOE GIM, Parents/Legal Guardians will be offered the opportunity to attend	August – June	<ul style="list-style-type: none"> • Family Advocates • Teachers 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Agendas

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<p>transition meetings, school site visits and consult with staff and local school professionals regarding their child’s individual transition needs.</p> <p>Program Orientation will be scheduled before a child/family begins the program.</p> <p>Prior to the first day of school, a home visit will be scheduled to meet child/family, introduce staff, and to provide brief overview of program services.</p> <p>In order to facilitate transitioning from home to school, Parents/Legal Guardians and teachers will participate in tours of centers, first home visit with HS teacher, and first day of school.</p> <p>Health Coordinator/Mental Health Consultant will meet with each family who has a child with a severe disability, health, or mental health need.</p> <p>Mental Health Consultant provides training to families of children with disabilities to help them understand their roles and rights as parents.</p>	<p style="text-align: center;">Within 30 calendar days of start date</p>			<ul style="list-style-type: none"> • Sign-in Sheets
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(h)(2) Staff must work to prepare Parents/Legal Guardians to become their children’s advocate through transition periods by providing that, at a minimum, a staff-parent meeting is held toward the end of the child’s participation in the program to enable Parents/Legal Guardians to understand the child’s progress while enrolled in Early Head Start or Head Start.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Parents/Legal Guardians will be invited and encouraged to participate in two home visits and two parent teacher conferences per year, with at least one of those conferences being held towards the end of the child's participation in the program.</p> <p>During the home visits and parent conferences, Parents/Legal Guardians and staff may discuss:</p> <ul style="list-style-type: none"> • All aspects of the child's development including social emotional (mental health) development • Results of any developmental or health assessments • Any special needs the child may have • Parent's and staff's program observations of the child • Educational goals and plans • IFSP and/or IEP • Transition plans for the child and family • Find out information about child's home language • Find out about male involvement in child's life 	August - June	<ul style="list-style-type: none"> • Health Coordinator • Assistant Director • Teachers • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Home Visit and Center Conference forms • Documentation on ChildPlus

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Parents/Legal Guardians will have the opportunity to participate in IEPs, Teacher conferences, home visits and lesson planning in order to participate in decisions related to their child's education.	August - June	<ul style="list-style-type: none"> • Teachers • MH Consultant • Health Coordinator • Family Advocates • District Staff 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • IEPs • Home Visit and Center Conference Forms • Lesson plans

(g) Parent involvement in home visits.

(I)(1) Grantee and delegate agencies must not require that Parents/Legal Guardians permit home visits as a condition of the child's participation in Early Head Start or Head Start center-based program option. Every effort must be made to explain the advantages of home visits to the Parents/Legal Guardians.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
At time of enrollment, and throughout the year staff will explain the advantages of home visits to Parents/Legal Guardians. In addition, the importance and value of home visits will be addressed in the Parent Handbook. However, Parents/Legal Guardians will not be required to permit home visits as a condition of enrollment or participation in the program.	August - June	<ul style="list-style-type: none"> • Family Advocates • Teachers • Assistant Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Home Visit Forms • Parent Handbook

(I) (2) The child's teacher in center-based programs must make no less than two home visits per program year to the home of each enrolled child, unless the Parents/Legal Guardians expressly forbid such visits, in accordance with the requirements of 45 CFR 1306.32(b)(8). Other staff working with the family must make or join home visits, as appropriate.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Teaching staff will invite and encourage Parents/Legal Guardians to participate in two home visits per year. Parents/Legal Guardians at their discretion may refuse to allow home visits, or may request home visits to be held at another mutually agreed upon place.	August - June	<ul style="list-style-type: none"> • Teachers • Family Advocates • Assistant Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Home Visit • Parent Handbook • Documentation on ChildPlus

(I)(3) Grantee and delegate agencies must schedule home visits at times that are mutually convenient for the Parents/Legal Guardians or primary care givers and staff.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Home visits will be scheduled at times that are mutually convenient to Parents/Legal Guardians, primary care givers and staff.	August - June	<ul style="list-style-type: none"> • Teachers • Family Advocates • Assistant Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Home Visit Forms

(I)(4) In cases where Parents/Legal Guardians whose children are enrolled in the center-based program option ask that the home visits be conducted outside the home, or in cases where a visit to the home presents significant safety hazards for staff, the home visit may take place at an Early Head Start or Head Start site or at another safe location that affords privacy. Home visits in home-based program options must be conducted in the family's home

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
When necessary, at the parent's requests or due to safety concerns, home visits will be conducted either on site or at another mutually agreed upon location.	August - June	<ul style="list-style-type: none">• Family Advocates• Teachers• Assistant Director	<ul style="list-style-type: none">• Parents	<ul style="list-style-type: none">• Home Visit Forms

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**SUBPART C - FAMILY AND COMMUNITY PARTNERSHIPS
1304.41 COMMUNITY PARTNERSHIPS**

a) *Community Partnerships*

(a)(1) Grantee and delegate agencies must take an active role in community planning to encourage strong communication, cooperation, and the sharing of information among agencies and their community partners and to improve the delivery of community services to children and families in accordance with the agency’s confidential policies. Documentation must be maintained to reflect the level of effort undertaken to establish community partnerships (see 45 CFR 1304.41 for additional planning requirements).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>The agency will take an active role in networking and developing collaborations with community service providers by being active in community advisories and councils, contributing to collaborative inter-actions, providing resources and accessing other networking avenues such as websites, phone and written communications.</p> <p>Director participates in the Santa Monica Child Care & Early Education Task Force Committee, Early Childhood District Advisory Committee, Health Advisory Committee, and attend Principals meetings.</p>	August - June	<ul style="list-style-type: none"> • Director • Health Coordinator 	<ul style="list-style-type: none"> • Community Partners 	<ul style="list-style-type: none"> • MOUs • Agendas • Announcements

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(a)(2) Grantee and delegate agencies must take affirmative steps to establish ongoing collaborative relationships with community organizations to promote the access of children and families to community services that are responsive to their needs, and to ensure that Early Head Start and Head Start programs respond to community needs, including:

(a)(2)(I) Health care providers, such as clinics, physicians, dentists, and other health professionals;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Head Start staff will establish relationships with community physicians, clinics, dentists, hospitals, and other health professionals that will provide continuity of low cost care to families, even after they leave the program.	August - June	<ul style="list-style-type: none"> • Health Coordinator • Family Advocates 	<ul style="list-style-type: none"> • Community Partners 	<ul style="list-style-type: none"> • MOUs • Letter of Support and Collaboration

(a)(2)(ii) Mental health providers;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Collaborative relationships with mental health professionals in the community will be established and maintained through MOU's (memorandums of understanding) and consultant contracts. Services will be available both on and off site for families.	August - June	<ul style="list-style-type: none"> • Health Coordinator • MH Consultant • Director 	<ul style="list-style-type: none"> • Community Partners 	<ul style="list-style-type: none"> • MOUs • Consultant Contract • Referrals

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(a)(2)(iii) Nutritional service providers;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will establish relationships with community nutritional services providers including but not limited to WIC, Health Professionals and food banks.	August - June	<ul style="list-style-type: none"> • RD Consultant • Health Coordinator • Family Advocates 	<ul style="list-style-type: none"> • Community Partners 	<ul style="list-style-type: none"> • Flyers • Newsletter • MOUs if available/needed

(a)(2)(iv) Individuals and agencies that provide services to children with disabilities and their families (see CFR 45 1308.4 for specific requirements);

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Collaborations will be established and maintained with local agencies that provide services to families who have children with disabilities in accordance with Part C and IDEA.	August - June	<ul style="list-style-type: none"> • Health Coordinator 	<ul style="list-style-type: none"> • LAUSD • Community Partners 	<ul style="list-style-type: none"> • IEPs • MOUs

(a)(2)(v) Family preservation and support services;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Families will be encouraged and supported to participate in programs and activities that will strengthen family systems and relationships. Programs and activities may be available on or off site within the local community. Collaboration with legal and State services that are working with families to ensure	August - June	<ul style="list-style-type: none"> • Health Coordinator • MH Consultant • Family Advocates 	<ul style="list-style-type: none"> • Community Partners 	<ul style="list-style-type: none"> • Flyers • Agendas • Sign-in Sheets • MOUs

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successful preservation of the family unit.				
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(a)(2)(vi) Child protective services and any other agency to which child abuse must be reported under State or Tribal law;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Agency will utilize the local child abuse reporting agencies for suspected child abuse reports, guidance and training. Families will be supported and encouraged to follow through with recommendations made by the child abuse agency.	August - June	<ul style="list-style-type: none"> • Assistant Director • Director • Health Coordinator • MH Consultant • Teachers • Family Advocates 		<ul style="list-style-type: none"> • Child Abuse Reports • Agenda • Sign-in Sheets • Referrals • Report to LACOE and CCL within 72 hours.

(a)(2)(vii) Local elementary schools and other educational and cultural institutions, such as libraries and museums, for both children and families;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will promote interaction and collaboration with local elementary school, libraries, museums and other such cultural institutions. Activities will include, but would not be limited to visits, field trips, workshops, guest speakers, transition activities and literature for children and adults.	August - June	<ul style="list-style-type: none"> • Teaches • Family Advocates • Health Coordinator • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Field Trip Permission Forms

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(a)(2)(viii) Providers of child care services; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Collaborations with local child care agencies will be established to assist families in accessing information and services.	August - June	<ul style="list-style-type: none"> • Family Advocates • Director 		<ul style="list-style-type: none"> • Flyers • Referrals

(a)(2)(ix) Any other organizations or businesses that may provide support and resources to families.

Strategies What & How	Timeline When	Persons Responsible Who	Partnershi p	Documentation
Efforts will be made to develop partnerships with community business, organizations and corporations that will supplement resources and enhance services to the families.	August - June	<ul style="list-style-type: none"> • Family Advocates • Director 	<ul style="list-style-type: none"> • Local Business 	<ul style="list-style-type: none"> • Flyers • Invitations • Announcements

(a)(3) Grantee and delegate agencies must perform outreach to encourage volunteers from the community to participate in Early Head Start and Head Start programs

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Program will recruit and encourage volunteers from the community to participate in the program with Parents/Legal Guardians, children and staff.	August - June	<ul style="list-style-type: none"> • Health Coordinator • Family Advocates • Director 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Invitations • Volunteer Records

(a)(4) To enable the effective participation of children with disabilities and their families, grantee and delegate agencies must make specific efforts to develop interagency agreements with local education agencies (LEAs) and other agencies within the grantee and delegate agency's service area (see 45 CFR 1308.4(h) for specific requirements concerning interagency agreements).

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Staff will work closely with Local Education Agencies and agencies serving children with disabilities in developing interagency agreements for services to be provided by those agencies.</p> <p>Collaboration between Head Start and other agencies will take place in order to provide a developmentally appropriate program.</p>	August - June	<ul style="list-style-type: none"> • Health Coordinator • Director 	<ul style="list-style-type: none"> • Regional Center 	<ul style="list-style-type: none"> • Flyers • MOUs • IEPs

(b) *Advisory committees.*

Each grantee directly operating an Early Head Start or Head Start program, and each delegate agency, must establish and maintain a Health Services Advisory Committee which includes professionals and volunteers from the community. Grantee and delegate agencies also must establish and maintain such other service advisory committees as they deem appropriate to address program service issues such as community partnerships and to help agencies respond to community needs.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>A CDS Health Advisory Committee (HAC) has been formed to advise in the planning, operation and evaluation of program services. The HAC consists of medical, dental, mental health and nutrition, social service and education professionals from the community and HS Parents/Legal Guardians.</p>	Two times per year	<ul style="list-style-type: none"> • Health Coordinator • MH Consultant • RD Consultant • Director 	<ul style="list-style-type: none"> • Community Providers 	<ul style="list-style-type: none"> • Flyers • Agendas • Minutes • Sign-in Sheets

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(c) *Transition Services.*

(c)(1) Grantee and delegate agencies must establish and maintain procedures to support successful transitions for enrolled children and families from previous child care programs into Early Head Start or Head Start and from Head Start into elementary school, a Title I of the Elementary and Secondary Education Act preschool program, or other child care settings. These procedures must include:

(c)(1)(I) Coordinating with the schools or other agencies to ensure that individual Early Head Start or Head Start children’s relevant records are transferred to the school or next placement in which a child will enroll or from earlier placements to Early Head Start or Head Start;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Staff will establish and maintain relationships with LEA personnel and other agencies to facilitate transition.</p> <p>At time of transition out of the HS program, all Parents/Legal Guardians will be offered copies of child’s records and assessments that may be needed when entering a new program.</p> <p>At time of transition out of the HS program, staff will set up visits to the new program and invite staff from other programs to visit/learn about the Head Start program.</p> <p>At enrollment, Parents/Legal Guardians will be asked to provide information about any previous early care and education programs their child may have been enrolled in.</p> <p>With parental consent, staff will attempt to contact any prior early care and education programs to ease the child and family’s transition into Head Start.</p>	<p>August – June</p>	<ul style="list-style-type: none"> • Teachers • Family Advocates • Health Coordinator • Director 	<ul style="list-style-type: none"> • LAUSD • Regional Center 	<ul style="list-style-type: none"> • IEPs • Flyers • Invitations • Agendas • Sign-in Sheets

BOE Approval: Pending

PC Approval: Pending

Revised: 2/8/15 AC

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(c)(1)(ii) Outreach to encourage communication between Early Head Start or Head Start staff and their counterparts in the schools and other child care settings including principals, teachers, and health staff to facilitate continuity of programming;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Information will be gathered from community child care agencies and LEA's to conduct outreach to families and to collect referrals.</p> <p>Staff will provide Parents/Legal Guardians with information about the school resources available for their children.</p> <p>Staff will set up visits to new programs and invite staff from other programs to visit the Head Start program.</p> <p>Staff will help Parents/Legal Guardians develop strategies and techniques to become effective advocates for their children.</p>	August - June	<ul style="list-style-type: none"> • Family Advocates • Teachers • Director 	<ul style="list-style-type: none"> • Kindergarten Teachers 	<ul style="list-style-type: none"> • Flyers • Agendas • Sign-in Sheets • IEPs

(c)(1)(iii) Initial meetings involving head Start teachers and Parents/Legal Guardians and kindergarten or elementary school teachers to discuss the developmental progress and abilities of individual children; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>LEA staff will be invited to attend parent transitions meetings at each center in order to establish contact and to discuss concerns.</p>	August - June	<ul style="list-style-type: none"> • Family Advocates • Teachers • Director 	<ul style="list-style-type: none"> • Principal 	<ul style="list-style-type: none"> • Invitations • Flyers

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(c)(1)(iv) Initiating joint transition-related training for Early Head Start or Head Start staff and school or other child development staff.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff from local elementary school programs will be invited to participate with Head Start staff in transition related professional development opportunities.	August - July	<ul style="list-style-type: none"> • Assistant Director • Director 	<ul style="list-style-type: none"> • Principal 	<ul style="list-style-type: none"> • Flyers • Invitations

Ongoing Monitoring to determine whether the program meets the basic requirements of the Head Start Act, Program Performance Standard, State Guideline, and LACOE GIMs.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Review parent/child files to ensure forms and files are accurate and complete and align with ChildPlus data. Every file will be review at least once annually.	August – May	<ul style="list-style-type: none"> • Director • Family Advocates • Computer Operator • Health Coordinator 		<ul style="list-style-type: none"> • Log in sheet • ChildPlus • Sign in sheet • Agendas
Review ChildPlus reports to ensure families participating in goal setting process and that service were offered/received. (Track service delivery to children and families)	Monthly			
Review ChildPlus reports to ensure that every family had an opportunity to complete a FA and IFPA.	Within 30 calendar days of enrollment date for FA and 60 calendar days for IFPA Within 15 calendar days for emergency/crisis. Within 60 calendar days for non-emergency/crisis.			
Review ChildPlus reports for referrals and follow-up completed within timeline.	Annually			

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Review and update community services and resources annually.	Annually			
Maintain records of agency efforts to collaborate with community organizations.				



Santa Monica – Malibu Unified School District
Child Development Department

Head Start
Written Plan
Program Governance
(1304.50)
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1304.50 PROGRAM GOVERNANCE

Policy Council, Policy Committee, and Parent Structure

(a)(1) Grantee and delegate agencies must establish and maintain a formal structure of shared governance through which parents can participate in policy making or in other decisions about the program. This structure must consist of the following groups, as required.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Parents will participate in the planning, implementation and evaluation of the program. Parents will approve program procedures, policies, budgets and goals as outlined in the Appendix A: Governance and Management Responsibilities: Parents will be encouraged to participate in program procedures, policies, budgets and goals as outlined in the Appendix A: Governance and Management Responsibilities: Parents will be encouraged to participate in program activities and program operations as volunteers.	Annual September - October	Director Staff	Parents	Agendas, Minutes Sign-in Sheets Volunteer Record In-Kind (NFS)

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(a)(1)(ii) Policy Committee. This Committee must be established at the delegate level when the program is administered in whole or in part by such agencies (see 45 CFR 1301.2 for a definition of a delegate agency)

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Each Center Committee will elect a representative to the SMMUSD Policy Committee. Following SMMUSD Policy Committee By-Laws.</p> <p>The committee will meet on a monthly basis.</p> <p>The Policy Committee will act on an annual or as needed basis:</p> <ol style="list-style-type: none"> 1. Review and Approve procedures for program planning 2. Review and Approve the program philosophy and long and short term program goals and objectives 3. Review and Approve Criteria for defining recruitment, selection and enrollment priorities 4. Review and Approve all funding applications and amendments to funding for HS prior to submission to the grantee. 5. Review and Approve the parent reimbursement policy. 6. Review and Approve the annual Self-Assessment 7. Review and Approve the Bylaws, policy and 	September - October	Family Advocates Director	Parents	Agendas Sign-in Sheets Minutes

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<p>procedures and subsequent changes to those policies</p> <p>8. Review and Approve the composition of the Policy Committee and the procedures by which policy group members are chosen</p> <p>9. Review and Approve the procedures describing how the governing Body and Policy Group will implement Shared Decision-Making</p> <p>10. Review and Approve Personnel policies and subsequent changes to those policies</p> <p>11. Review and approve the Financial Audit</p> <p>12. Decisions to hire and terminate HS staff</p> <p>13. Review and Approve the community wide strategic planning and Needs Assessment</p>				
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(a)(1)(iii) Center Committee. For center-based programs, this Committee must be established at the center level. For other program options, an equivalent Committee must be established at the local program level. When programs operate more than one option from the same center, the Center Committee membership is combined unless parents choose to have a separate Committee for each option.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Each SMMUSD Head Start Center will establish a Committee that will meet regularly with HS staff to discuss policies and	Monthly September- May	Family Advocates Director Staff	Parents	Agendas Sign-in Sheets Minutes Notice of meetings

BOE Approval: Pending

PC Approval: Pending

Revised: 2/8/15 AC

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procedures, budget priorities and center and program issues.				Notice of events Notice of activities
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(a)(2) Center Committee must be comprised exclusively of the parents of children currently enrolled at the center level for center-based programs or at the equivalent level for other program options (see 45 CFR 1306.3(h) for a definition of a Head Start parent). The Center Committee at each center will be comprised of parents of children currently enrolled at that center.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Center Committee at each center will be comprised of parents of children currently enrolled. Each classroom will elect parent representatives. Scheduled meetings will provide opportunities for parents to participate with Center planning and implementation of activities addressing interests and needs which support the education and healthy development of children and families.	Monthly September - May	Family Advocates Director	Parents	Agendas Sign-in Sheets Minutes Announcement of meetings and activities

(a)(3) All Policy Councils, Policy Committees, and Center Committees must be established as early in the program year as possible. Grantee Policy Councils and delegate Policy Committees may not be dissolved until successor Councils or Committees are elected and seated.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Center elections for Policy Committee Representatives will take place by the second week of October each program year. Center Committee will remain active throughout the program year.	Annual - October	Family Advocates Director	Parents	Agendas Sign-in Sheets Minutes Bylaws

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SMMUSD Policy Committee will be seated by the end of October and remain active until new parents have been elected the following year.				
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(a)(5) The governing body (the group with legal and fiscal responsibility for administering the Head Start program) and the Policy Committee must not have identical memberships and functions.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>The SMMUSD Board of Education and the Policy Committee will each provide representatives to address all HS criteria as stated in Appendix A: Government and Management Responsibilities including involvement with the planning and implementation of the following:</p> <ul style="list-style-type: none"> • Community Assessment Process • Refunding Narrative and Budget • Annual Self-Assessment • Program policies and procedures <p>Representatives of each group will take information back to the respective groups for final approval/disapproval.</p>	<p>Per annual schedule</p> <p>Minimum of quarterly meetings.</p>	<p>Family Advocates</p> <p>Director</p> <p>Board of Education</p> <p>Representatives</p>	<p>Parents</p>	<p>Agendas</p> <p>Sign-In Sheets</p> <p>Minutes</p> <p>Bylaws</p>

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(b)(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for definition of a Head Start parent).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Per SMMUSD Policy Committee Bylaws at least 51% of the members must be parents of currently enrolled children. Community representatives may comprise the remainder of the representation.	Annual - October	Family Advocates Director	Parents	Bylaws Agendas Minutes Sign-in Sheets

(b)(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families. Community representatives may include the parents of formerly enrolled children.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Applications will be accepted annually for Community representatives for the SMMUSD Policy Committee. Community members will be selected by Policy Committee Parent Representatives and Staff. Bylaws will clearly state selection criteria for Community Representatives.	Annual - October	Director	PC Parent and Community Representatives	Bylaws Application Agendas Minutes Sign-in Sheets

(b)(4) All parent members of Policy Councils or Policy Committees must stand for election or reelection annually. All community representatives also must be selected annually.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Policy Committee Bylaws will state election and	Annual - October	Director Family Advocates	PC Parent and Community Representatives	Bylaws Agendas Sign-in Sheets

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selection criteria to meet federal regulations and program needs.				Minutes Application
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(b)(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Policy Committee Bylaws state all members must be elected or re-elected annually. No member may serve more than three terms (simultaneously or combined service years as parent or community representative)	Annual - October	Family Advocates Director	PC Parent and Community Representatives	Bylaws

(b)(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Councils except parents who occasionally substitute for regular HS/EHS Staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon an Early Head Start or Head Start administrative, fiscal or programmatic issues.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Policy Committee Bylaws state that representatives will not be related to staff.	Annual - October	Director	PC Parent and Community Representatives	Bylaws Agendas Minutes Sign-in Sheet Application

(b)(7) Parents of children currently enrolled in all program options must be proportionately represented on established policy groups.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Policy Committee Bylaws ensure that all program options have proportionate representation on the policy groups.	Annual - October	Family Advocates Director	PC Parent and Community Representatives	Bylaws

(b)(8) Policy group responsibilities- general. At a minimum policy groups must be charged with the responsibilities described in paragraphs (d),(f),(g), and (h) of this section and repeated in appendix A of this section.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Policy Committee will at a minimum meet on a monthly basis and address all responsibilities as indicated in the federal guidelines and Appendix A: Governance and Program Management Responsibilities.	Annual - October	Family Advocates Director	PC Parent and Community Representatives	Bylaws Agendas Minutes Sign-in Sheets Signatures on documents as required.

The Policy Committee:

(1) Policy Councils and Policy Committees must work in partnership with key management staff and the governing body to develop, reviews, and approve or disapprove the following policies and procedures:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Policy Committee representatives and Board of Education will form a District Advisory Committee (DAC). They will address all criteria in Appendix A: Governance and Management Responsibilities.	Minimum Quarterly September December March June	Family Advocates Director Board of Education	PC Parent and Community Representatives	Bylaws Agenda Minutes Signatures on documents as required

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(d)(1)(I) All funding applications and amendments to funding applications for Early Head Start/Head Start, including administrative services, prior to the submission of such applications to the grantee (in the case of the Policy Committee) of the HHS (in the case of Policy Councils)

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Program staff, agency support staff and if needed a contracted consultant to access a Community assessment and develop three year program goals and objectives to include in the annual funding application. Parents and Board of Education will be given the opportunity to review draft plans for grant applications, budget projections and to approve or disapprove them prior to submission to the Grantee and/or funder.	June – December	Family Advocates Director Board of Education Staff	PC Parent and Community Representatives	Timetable for planning development and submission of proposals. Announcement of meetings Agenda Minutes Sign-in Sheet Signatures on documents as required

(d)(1)(iii) Procedures describing how the governing body and the appropriate policy group will implement shared decision making.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
PC members are elected annually to serve on the DAC; PC Representative attends the monthly DAC meeting and is responsible to report HS program information to the DAC as well as report DAC information to the PC.	Annual - October	Director Board of Education Staff	PC Parent and Community Representatives Elected Representatives to the DAC	Agenda Minutes Sign-in PC and Board Bylaws and procedures

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(d)(1)(iii) Procedures for program planning in accordance with this part and the requirements of 45 CFR 1305.3 (this regulation is binding on Policy Councils exclusively);

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Agency will follow Board and Policy Committee approved established procedures for Head Start Planning Process which includes involvement of Board Program Committee.	Annual - October	Director Board of Education	PC Parent and Community Representatives	Agenda Minutes

(d)(1)(iv)The program’s philosophy and long-and short-range program goals and objectives (see 45 CFR 1304.48 (a) and 45 CFR 1305.3 for additional requirements regarding program planning);

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policy Committee will participate in, and/or receive reports on the following activities: Community Assessment, family needs, summaries, staff surveys, and all other reports used for developing future plans. Head Start staff will meet with agency support staff and a contracted consultant if needed to identify high priority needs and recommend goals and objectives. Program draft plans will be presented at respective meetings of the Policy Committee and Board of Education for final approval/disapproval.	June – December	Director Board of Education	PC Parent and Community Representatives	Agenda Minutes Sign-in Sheets

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(d)(1)(vi) The composition of the Policy Committee and the procedures by which policy group members are chosen;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policy Committee consists of parent representatives elected from each of the HS centers and EHS program and community representatives. The Bylaws stipulate that Community representatives follow the application process.	Annual - October	Family Advocates Director	Parents	Agenda Minutes Sign-in Sheets Notice of Meeting Applications from Community Representatives

(d)(1)(vii) Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR part 1305;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The recruitment and enrollment plans will be reviewed and approved by the Policy Committee. Parents will participate in the planning and review of the Selection Criteria Priority Points.	November	Director Family Advocates	Parents	Recruitment Enrollment Procedures Agenda Sign-in Sheet Minutes

(c)(1)(viii) The annual self-assessment of the grantee or delegate agency’s progress in carrying out the programmatic and fiscal intent of this grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (see 45 CFR 1304.48 (I)(1) for additional requirements about the annual self-assessment);

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Parents will participate in annual self- assessment activities and will be informed of any required corrective action plans. Staff will ensure that parents are trained and participate in the program’s annual self- assessment review.	Annual	Director Board of Education	PC Parent and Community Representatives	Assessment Report Corrective Action Plan Participant List Sign-in Sheets Agenda Minutes

(d)(1)(ix) The annual independent audit that must be conducted in accordance with 45 CFR 1301.12;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policy Committee is informed of all audit results and approves/disapproves any required action plans.	Annual - October	Director Board of Education	PC Parent and Community Representatives	Agenda Minutes Sign-in Sheets Audit Results Corrective Action Plans

(d)(2)(v) Establish and maintain procedures for working with grantee or delegate agency to resolve community complaints about the program.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Community concerns with the program will be addressed in accordance with the CCRC Head Start/Early Head Start Community Complaint Procedure.	As Needed	Director Board of Education	PC Executive Committee	Community Complaint Procedure Written Concerns and Responses Sign-In Sheet

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Center Committee:

The Center Committee must carry out at least the following minimum responsibilities.

(e)(1) Advise staff in developing and implementing local program policies activities, and services;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Center Committee meetings will be held on a monthly basis at each Center to develop policies, plan program activities and conduct other business.	September – June	Family Advocates	Parents	Agenda Minutes Sign-in Sheet Notice of Meeting

(e) (2) Plan, conduct, and participate in informal as well as formal programs and activities for parents and staff; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Center Committee will adhere to Center Committee Bylaws and Head Start policies and procedures. Center Committees will provide leadership for spontaneous/formal activities at the Centers (social events, help plan field trips, speakers etc.). Written and oral surveys will be taken at each center to determine parent concerns and needs and will be used for planning training, speakers and referrals for services.	September – June	Family Advocates	Parents	Agenda Minutes Sign-in Sheet Notice of Meeting

(e)(3) Within the guidelines established by the Governing Board, Policy Council, or Policy Committee, participate in the recruitment and screening of Early Head Start and Head Start employees.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policy Committee members may participate in the recruitment and screening of Head Start employees as members of the Standing Personnel Committee and within the Policy Committee Bylaws.	Annual - October	Family Advocates Director	PC Parent and Community Representatives	Bylaws

(f) Policy Council/Committee and Center Committee reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the members.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policy Committee members may be eligible to receive reimbursement for expenses to include babysitting and mileage per Policy Committee Bylaws and funding limitations. Procedures for reimbursement will be addressed.	Annual - October	Family Advocates	PC Parent and Community Representatives	Bylaws Reimbursement Written Policy and Procedure Reimbursement Request Form

Governing Body Responsibilities:

(1) Grantee and delegate agencies must have written policies that define the roles and responsibilities of the governing body members and that inform them of the management procedures and functions necessary to implement a high quality program.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The SMMUSD Board of Education will adhere to written policies and will support the management procedures and functions to guarantee	July – June	Board of Education Director	PC Parent and Community Representatives	Written Policies Agendas Minutes Signatures on

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implementation of a high quality program. Communication to and from Head Start Policy Committee and shared decision making will be ensured through the participation of the PC representatives to the District Advisory Committee, the Board attendee to the DAC meetings and regular HS program reports to both bodies.				required documents
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(g)(2) Grantee and delegate agencies must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45 CFR 1301.23

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All established fiscal controls to maintain and safeguard Federal Funds will be implemented.	Annual Audits Scheduled reports to Grantee-monthly, quarterly, annually as required LACOE Audits	Accountant Director Board of Education	PC Parent and Community Representatives Finance Committee	Annual Audits Policies and Procedures Budget Reports

Internal Dispute Resolution:

Each grantee and delegate agency and Policy Council or Policy Council jointly must establish written procedures for resolving internal disputes, including impasse procedures, between the governing body and policy group.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
An Impasse Resolution Procedure is in place and a part of the Policy Committee Bylaws to address any dispute between the governing body and Policy Committee. Both Policy Committee and Board of Education participate along with Head Start staff in developing the Impasse Resolution.	As needed	Director Board of Education Policy Committee		Impasse Resolution Procedure Written Concerns Minutes Sign-In Sheet



Santa Monica – Malibu Unified School District
Child Development Department

Head Start
Written Plan
Management Systems and Procedures
(1304.51)
2015 - 2016

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1304.51 Management Systems and Procedures

(a) Program planning

(a)(1) Grantee and delegate agencies must develop and implement a systematic, ongoing process of program planning that includes consultation with the program’s governing body, policy groups, and program staff, and with other community organizations that serve Early Head Start/Head Start or other low-income families with young children. Program planning must include:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>SMMUSD will provide an integrated Service Area written plan to include:</p> <ul style="list-style-type: none"> • early childhood development, health, nutrition and disabilities services • family and community engagement and partnership • management systems <p>Program will be designed with participation and approval of Parents, Board of Education, staff and District Advisory Committee.</p>	<p>Annually or as needed to meet the revised GIMs</p>	<ul style="list-style-type: none"> • Director • Assistant Director • Health Coordinator • Staff • Board of Education 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Policies and Procedures • Service Area Written Plan • Agenda • Minutes • Sign-in Sheet • Signature on required documents

(a)(1)(i) Assessment of community strengths, needs resources through completion of the Community Assessment, in accordance with the requirements of 45 CFR 1305.3;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>An in depth community assessment will be completed to determine strengths and needs. Data will be collected from local community resources, parents, governing board, PC and community at large.</p>	<p>5 year funding cycle annual update</p>	<ul style="list-style-type: none"> • Director • Assistant Director • Board of Education • Staff 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Community Assessment • Compiled data • Meeting agenda • Minutes

Santa Monica-Malibu Unified School District

(a)(1)(ii) The formulation of both multiyear (long-range) program goals and short-term program and financial objectives that address the findings of the Community Assessments, are consistent with the philosophy of Head Start, and reflect the findings of the program’s annual self-assessment; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will work with a committee comprised of PC members, Board members, agency staff and contracted consultant if needed to compile community assessment and other data; analyze prioritize and develop long-term program goals, with short-term goals to be addressed annually for the 5 year cycle. Goals will be presented to PC and Board of Education for final approval/disapproval.	Every 5 years	<ul style="list-style-type: none"> • Director • Board of Education 		<ul style="list-style-type: none"> • Agenda • Minutes • Sign-in Sheet

(a)(1)(iii) The development of written plan(s) for implementing services in each of the program areas covered by this part (e.g., Early Childhood Development and Health Services, Family and Community Partnerships, and Management Systems).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Written plans will be designed with the participation of staff, PC members, Board members and contracted consultant if needed. They will address current program goals all applicable regulations and language that delineates SMMUSD ensures quality services are provided throughout the program.	Annually	<ul style="list-style-type: none"> • Director • PC • Board of Education • Community Partners 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Agenda • Sign-in sheet • Written plans

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(a)(2) All written plans for implementing services, and the progress in meeting them, must be reviewed by the grantee or delegate agency staff and reviewed and approved by the Policy Council or Policy Committee at least annually, and must be revised and updated as needed.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Committees led by content area Coordinator and/or Director will be created, including staff, parents, Board members and community representatives, to focus on individual service areas to review and revise, update and present to Policy Council and Board of Education for approval.</p> <p>Annual program Self-Assessment will include evaluation of planning design, implementation and results as well as CLASS and ECERS 1st cycle scores.</p>	<p>Annually and as needed</p> <p>January – February</p>	<ul style="list-style-type: none"> • Director • Assistant Director • Family Advocates • PC • Board of Education • District Advisory Committee 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Agenda • Sign-in sheet

(a) Communications – general.

Grantee and delegate agencies must establish and implement systems to ensure that timely and accurate information is provided to parents, policy groups, staff, and general community.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Two-way communication will be provided through flyers, Center Committee meetings, bulletin boards, and surveys each center.</p> <p>Monthly meetings with Policy Committee (PC) and PC Executive meeting (includes Chair, Vice Chair, Secretary and Treasurer) to share all information received from</p>	<p>July - June</p>	<ul style="list-style-type: none"> • Director • Family Advocates • Board Members • DAC members • PC Reps 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Newsletters • Flyers • Bulletin boards • Surveys • Agendas and minutes • GIM's • ChildPlus Report

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<p>ACF, Grantee and local community.</p> <p>Each center parent meeting will take place monthly, to discuss issues specific to the center, agency activities and reports from Policy Committee representatives.</p> <p>Regular monthly program reports are made to the PC and Board of Education. PC representatives attend the monthly District Advisory Committee (DAC) meetings and a Board member will attend DAC meeting.</p>				
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(a) Communication with families.

(c)(1) Grantee and delegate agencies must ensure that effective two-way comprehensive communications between staff and parents are carried out on a regular basis throughout the program year.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>All parents will receive flyers, which will include information about activities, training, program services, volunteer opportunities, upcoming events, and job opportunities.</p> <p>There are Parent/community bulletin boards in each classroom.</p> <p>The program provides Master calendar, Flyers and Announcements, Menus, and Center Calendars on upcoming events to parents, Board members and staff.</p> <p>Teachers will provide information to parents regarding classroom</p>	July – June	<ul style="list-style-type: none"> • Director • Assistant Director • Education staff • Family Advocates <p>Board Members</p> <p>PC Members</p> <p>DAC</p>		<ul style="list-style-type: none"> • Flyers • Bulletin Boards • Newsletters • Master Calendar • Agenda • Sign-in Sheet • Minutes • ChildPlus • DRDP reports • Monitoring Reports

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<p>activities. Teachers will share and discuss individual DRDP assessment results as well as other applicable assessments with parents to evaluate how children are progressing towards program, District and State school readiness goals and guidelines.</p>				
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(c)(2) Communication with parents must be carried out in the parents’ primary or preferred language or through an interpreter, to the extent feasible.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Translation of all written materials will be provided to the extent possible to address needs of non-English speaking families or as a family need/request</p> <p>Translation at meetings may be provided with use of headsets, to the extent possible.</p>	July –June	<ul style="list-style-type: none"> • Director • Assistant Director • Family Advocates • Admin Assistant 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Flyers • Bulletin Boards • Newsletters • Notices • Announcements • Agenda and minutes • Other as needed

(a) Communication with governing bodies and policy groups.
Grantee and delegate agencies must ensure that the following information is provided regularly to their grantee and delegate governing bodies and to members of their policy groups:

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will provide information to the Board of Education, Policy Committee and Center Committee to ensure all decision-making is based on timely, effective and professional manner by well-informed parties.	August-June	<ul style="list-style-type: none"> • Director • Assistant Director 		<ul style="list-style-type: none"> • Meeting Agenda • Minutes • Announcements • Flyers • Newsletters • Monitoring Reports • ChildPlus

(d)(1) Procedures and timetable for program planning;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Information and training will be provided to Policy Committee and the Board of Education to promote timely, informed decision-making. Master Calendar will include all planning schedules and training dates. Staff, parent representatives and Board members will be provided copies of the calendar, as will LACOE Grantee and community partners.	Monthly Meetings Annual Planning Schedule Annual training and as needed	<ul style="list-style-type: none"> • Director • Assistant Director • Family Advocates • Board of Education 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Agenda Sign-in • Minutes • Master Calendar • Planning Schedule

(d)(3) Program and financial reports; and

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Budget reports and projections will be reported at Policy Committee meetings and reports given at Center Committee as appropriate. Board of Education will be provided financial reports regarding Head Start along with other SMMUSD Programs as scheduled.	Monthly	<ul style="list-style-type: none"> • Director • Assistant Director • CDS Accountant 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Budget Reports • Agenda • Sign-in Sheet • Minutes

(d)(4) Program plans, policies, procedures, and Early Head Start and Head Start grant applications.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Parents and Board members will be included in the planning and approval of work plans, grant applications, personnel policies and financial development and monitoring. PC reps, Board reps and staff will form indicated ad hoc committees to meet as needed to ensure shared decision making at all levels of governance.	July-June	<ul style="list-style-type: none"> • Director • Assistant Director • Board of Education • Staff 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Agenda • Sign-in Sheets • Minutes • Signature on documents as required

(a) Communication among staff.

Grantee and delegate agencies must have mechanisms for regular communication among all program staff to facilitate quality outcomes for children and families.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will be kept informed of all pertinent activities, actions and expectations through scheduled meetings, daily mail delivery between centers and	Monthly and as needed	<ul style="list-style-type: none"> • Director • Assistant Director • Health Coordinator 		<ul style="list-style-type: none"> • Calendars • Announcements • Agenda • Sign in Sheet • Minutes

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<p>main office and informational memorandums.</p> <p>Head Start Administrative staff will develop a consistent system to ensure that all center staff gets e-mail or hard copy of vital agency and program information within 1 business day of its initial distribution. Master Calendar includes all training and meeting dates and other information regarding outcomes, home visits, etc.</p> <p>Health and Safety Checklist.</p> <p>Multidisciplinary Team meetings to discuss children and families will be scheduled quarterly or sooner as needed and will be attended by Heath Coordinators, Assistant Director, Teachers, and Family Advocates</p> <p>Staff meetings will be scheduled throughout the year to provide training, share information and ensure open communication between staff.</p> <p>Administrative Leadership Team meeting.</p> <p>All staff has access to the monthly Director's program</p>	<p>As needed</p> <p>Annual plan</p> <p>Monthly</p> <p>Quarterly at minimum</p> <p>Weekly</p> <p>Weekly</p>	<ul style="list-style-type: none"> • Family Advocates • CDS Accountant 		<ul style="list-style-type: none"> • Mail • Memos • Letters • Email
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report that is provided to the PC and Board.				
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(a) Communication with delegate agencies.

Grantees must have a procedure for ensuring that delegate agency governing bodies, Policy Councils, and all their staff receives all regulations, policies, and other pertinent communications in a timely manner.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>LACOE Policy Council meeting will be attended by SMMUSD PC representative.</p> <p>PC representative will share information with Policy Committee members each month.</p>	<p>Monthly</p>	<ul style="list-style-type: none"> • Director • Family Advocates 	<ul style="list-style-type: none"> • Parents 	<ul style="list-style-type: none"> • Minutes from LACOE • Minutes from Policy Committee • Agenda • Sign-in sheets

(a) Record-keeping systems. Grantee and delegate must establish and maintain efficient and effective record-keeping systems to provide accurate and timely information regarding children, families, and staff and must ensure appropriate confidentiality of this information

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>All children will be listed on the ChildPlus tracking system, which will be updated by staff, Family Advocates and/or appropriate staff member.</p> <p>Child files will be organized in a standardized and consistent manner. Computer Operator and Family Advocates will utilize document and file checklists</p>	<p>Within 30 calendar days of enrollment and ongoing as needed</p> <p>On-going</p>	<ul style="list-style-type: none"> • Family Advocates • Health Coordinator • Director • Assistant Director • Computer Operator 		<ul style="list-style-type: none"> • ChildPlus • Children's files • Personnel files

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<p>(cover sheets) in every section to maintain and monitor that HS performance standards are being met.</p> <p>Individual child's file will indicate education planning, health, agency referrals, family needs assessment, and plans of Action and parent contacts.</p> <p>Files will be kept at the main office for enrollment. Staff shall maintain all children's records in locked files, which may be assessed only by staff and/or consultants who are providing Head Start or related services, with Head Start or related services, with permission. All files will be checked out with signature on appropriate form.</p> <p>Service area information will be available on ChildPlus and at the main office for tracking and accessing services.</p> <p>Personnel files will be organized in a standardized and consistent manner. Administrative staff will utilize personnel document checklists (cover sheets) in every section to maintain and monitor that all HS HR performance standards are being met. Anyone accessing confidential personnel files will strictly abide by SMMUSD Personnel Confidentiality Policies and Procedures.</p>	<p>At time of hire and ongoing as needed</p>			
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(a) Reporting systems.

Grantee and delegate agencies must establish and maintain efficient and effective reporting systems that:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Reports will provide all information required by federal and local authorities i.e.: Grantee and Delegate Agency reports Health Coordinator will provide updated information to the Director as requested.</p> <p>Health Coordinator, Assistant Director, and Family Advocates will follow-up and share information at Management and Leadership meetings</p> <p>Multidisciplinary Team Meetings will include referral summary, action plans, timelines and case notes.</p>	<p>Per annual contractual agreement</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly or as needed</p>	<ul style="list-style-type: none"> • Assistant Director • Health Coordinator • Family Advocates • Computer Operator 		<ul style="list-style-type: none"> • ChildPlus reports • Child file • Progress notes • MDTM Agenda

(h)(1) Generate periodic reports of financial status and program operations in order to control program quality, maintain program accountability, and advise governing bodies, policy groups, and staff of program progress; and;

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Monthly review of budget cost reports to include Director and accountant. Reports will be made to Policy Committee each month Reports will be submitted to Board of Education CDS Leadership will maintain tracking systems which will ensure all follow-up of services	July – June	<ul style="list-style-type: none"> • Director • CDS Accountant • Assistant Director 		<ul style="list-style-type: none"> • Monthly budget reports • Agenda • Minutes

(h)(2) Generate official reports for Federal State, and local authorities, as required by applicable law.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All official financial reports will be submitted in timely and efficient manner.	Per contract and timelines requested	<ul style="list-style-type: none"> • Director • Assistant Director • CDS Accountant Board of Education 		<ul style="list-style-type: none"> • Budget Reports • Enrollment • Attendance • PIR • LACOE Contract

(a) Program self-assessment and monitoring.

(i)(1) At least once each program year, with the consultation and participation of the policy groups and as appropriate, other community members, grantee and delegate agencies must conduct a self-assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff, consultants, parents and Board Members as well as community members will	Annually	<ul style="list-style-type: none"> • Director • Assistant Director 	<ul style="list-style-type: none"> • Community Rep • Parents 	<ul style="list-style-type: none"> • Announcements, consultant contracts

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participate with annual self-assessment as prescribed by Federal regulations and Grantee.		<ul style="list-style-type: none"> • Staff • Board of Ed 		<ul style="list-style-type: none"> • Self-Assessment Summary of Findings • Program Improvement Plan • Minutes • Sign in sheets
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(i)(2) Grantees must establish and implement procedures for the ongoing monitoring of their own Early Head Start and Head Start operations, as well as those of each of their delegate agencies, to ensure that these operations effectively implement Federal regulations.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>SMMUSD Monitoring Plan following LACOE’s Ongoing Monitoring GIM will be implemented by agency staff, and will include:</p> <p>Tier 1 is when the Agency Self-Monitoring: The Director, Assistant Director and Health Coordinator monitor the area they oversee. Each area has an ongoing monitoring plan and utilizes ChildPlus data; dashboard reports, staff interviews and file sampling to ensure timelines and thresholds are being met.</p> <p>Staff review and gather information from: ChildPlus tracking reports, Outcomes data, Community Assessment, Leadership Meetings, and Management Meetings.</p>	<p>Quarterly</p> <p>Quarterly</p>	<p>Director Assistant Director Health Coordinator Staff Board of Education</p>	<p>Parents</p>	<p>Written reports and responses, letters, and monitoring feedback Agenda, minutes Sign-in sheet</p>

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<p>Review of all written plans and program goals</p> <p>Master Calendar, Monthly report, Health & Safety checklists, attendance, food service records, personnel files, maintenance logs, medication logs, etc.</p> <p>Ongoing communication with Grantee staff and follow-up of recommendations will be implemented.</p>				
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(I) (3) Grantees must inform delegate agency governing bodies of any deficiencies in delegate agency operations identified in the monitoring review and must help them develop plans, including timetables, for addressing identified problems.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Program Improvement Plan will be developed and implemented to meet timelines (never to exceed 90 days).	As needed	Director Assistant Director Staff Parents Board of Education.		Written and electronic reports and responses, reviews, and letters

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1304.52 Human Resources Management

(a) Organizational structure.

(a)(1) Grantee and delegate agencies must establish and maintain an organizational structure that supports the accomplishment of program objectives. This structure must address the major functions and responsibilities assigned to each staff position and must provide evidence of adequate mechanisms for staff supervision and support.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
To the extent fiscally possible, the agency will develop and maintain an organizational structure, which will ensure support and management of early childhood development, health services, parent activities and program governance.	July – June	Director Assistant Director Board of Education HR Director	Parents	Organizational chart and job descriptions

(a)(2) At a minimum, grantee and delegate agencies must ensure that the following program management functions are formally assigned to and adopted by staff within the program:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
There shall be sufficient staff to ensure adequate support, supervision, appropriate staff-child ratios, and efficient operation within budget limitations (LACOE’s HR GIM).	July – June	Director Assistant Director Board of Education HR Director	Parents	Job descriptions, Staffing patterns, Personnel files, and Hiring documentation

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(a)(2)(1) Program management (the Early Head Start/ Head Start Director);

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
There will be a full time Director, hired with approval from Policy Committee and Board of Education. (LACOE's HR GIM)	July-June	Board of Education Parents HR Director	Parents	Job description, Hiring documentation, and Personnel file

(a)(2)(ii) Management of early childhood development and health services, including child development and education; child medical, dental, and mental health; child nutrition; and, services for children with disabilities; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
There will be a Full time Assistant Director and Health Coordinator to manage each program area: Education, Health, Nutrition, and Mental Health/Disabilities. (LACOE's HR GIM)	July – June	Director Board of Education HR Director	Parents	Employment record, Job description, and Personnel file

(a)(2)(iii) Management of family and community partnerships, including parent activities.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The Director will ensure quality Family Engagement is provided and to guide and support the operations of Policy Committee and Center Committees	July – June	Director Assistant Director Family Advocates	Parents	Employment Record, Job Description, and Personnel Record

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(b) Self qualifications - general

(b)(1) Grantee and delegate agencies must ensure that staff and consultants have the knowledge, skills, and experience they need to perform their assigned functions responsibly.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Job descriptions will be developed to meet licensing, state and federal criteria, and will be enforced for Staff and consultants.	July – June	Director, Assistant Director Board of Education HR Director		Employment Records, Job Descriptions, Personnel Records, and DSS Licensing Regulations, Federal Guidelines, and LACOE’s Staff Qualification Matrix.

(c) Early Head Start /Head Start Director qualifications.

The Early Head Start of Head Start or must have demonstrated skills and abilities in a management capacity relevant to human services program management.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD will ensure that Head Start Director has skills, experience and qualifications in management.	Annually	Board of Education HR Director	Policy Committee Members	Job Description, Employment Record annual Performance Evaluations and Transcripts LACOE’s Staff Qualification Matrix

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(d) Qualifications of content area experts.

Grantee and delegate agencies must hire staff or consultants who meet the qualifications listed below to provide content area expertise and oversight on an ongoing or regularly scheduled basis. Agencies must determine the appropriate staffing pattern necessary to provide these functions

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD will ensure that the Assistant Director has experience and qualifications to provide appropriate leadership and supervision in their discipline.	July – June	Director Board of Education HR Director	Policy Committee members	Job Descriptions, Employment Records annual Performance Evaluations and Transcripts LACOE’s Staff Qualification Matrix

(d)(1) Education and child development services must be supported by staff or consultants with training and experience in areas that include: The theories and principles of child growth and development, early childhood education, and family support. In addition, staff or consultants must meet the qualifications for classroom teachers, as specified in section 648A of the Head Start Act and any subsequent amendments regarding the qualifications of teachers.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All Education staff and consultants will meet qualifications as required by Federal, State and local authorities and agency criteria.	July – June	Director Assistant Director HR Director	Policy Committee Members	Job Descriptions, Employment Records annual Performance Evaluations Partnership Agreements, consultant contracts, Copies of licenses, certificates,

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				LACOE's Staff Qualification Matrix, and etc.
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(d)(2) Health services must be supported by staff or consultants with training and experience in public health, nursing, health education, maternal and child health, or health administration. In addition, when a health procedure must be performed only by a licensed/certified health professional, the agency must assure that the requirements is followed.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The Health services will be coordinated by the Health Coordinator (RN).	July - June	Director Board of Education HR Director	Parents	Consultant Agreement, Job Descriptions, Employment Records, Personnel Policies annual Performance Evaluations and LACOE's Staff Qualification Matrix.

(d)(3) Nutrition services must be supported by staff or consultants who are registered dieticians or nutritionists.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD hired consultant (RD) that have met all qualifications as required by Federal, State and local criteria.	July – June	Director Board of Education HR Director	Policy Committee Members	Job Description, Employment Record Personnel Policies annual

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				LACOE's Staff Qualification Matrix.
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(d)(4) Mental health services must be supported by staff or consultants who are licensed or certified mental health professionals with experience and expertise in serving young children and their families.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD hired a MH consultant, who will ensure that there are ongoing mental health services provided and have met all qualifications as required by Federal, state and local criteria.	September – June	Director Board of Education HR Director	Policy Committee Members	Contracts and Partnership Agreement. Licenses/certificates, LACOE's Qualification Matrix, and etc.

(d)(5) Family and community partnership services must be supported by staff or consultants with training and experience in field(s) related to social, human, or Family Engagement.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Family Advocates will be assigned to work with teaching teams to promote holistic attention for children and families. Consultants may be contracted for additional services and will provide appropriate documentation of qualifications	July – June	Director Assistant Director HR Director	Policy Committee Members	Job descriptions, Employment Records Personnel Files annual Performance Evaluations licenses, certificates, LACOE's Qualification Matrix, and etc.

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(d)(6) Parent involvement services must be supported by staff or consultants with training, experience, and skills in assisting the parents of young children in advocating and decision-making for their families.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The Director will ensure all parents are offered opportunities to participate in a variety of Head Start events and activities that are provided free by the city. Support will be provided for Policy Committee and Center Committee.	July – June	Director Assistant Director	Parents	Job Descriptions, Employment Records, Personnel Files and annual Performance Evaluations and LACOE’s Qualification Matrix.

(d)(7) Disabilities services must be supported by staff or consultants with training and experience in securing and individualizing needed services for children with disabilities.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Health Coordinator will develop and secure individual services for children and families. Collaborative agreements will be developed with appropriately licensed agencies in local community to provide needed professional service.	July – June	Director Health Coordinator	Parents	Job Description, Employment Records Personnel Files, and Annual Performance Evaluations Partnership Agreement and LACOE’s Qualification Matrix.

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(d)(8) Grantee and delegate agencies must secure the regularly scheduled or ongoing services of a qualified fiscal officer.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD will have on staff a qualified accountant who will provide allocated hours of service to the Head Start Program.	July – June	Director, HR Director	Policy Committee Members	Job Description, Personnel Files, and Allocated Time/Salary

(g) Classroom staffing and home visitors

(g)(1) Grantee and delegate agencies must meet the requirements of 45 CFR 1306.20 regarding classroom staffing.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
State of California, Title 22 Licensing Regulations will be adhered to and adult/child, teacher/child ratios will be maintained at all times.	September – June	Assistant Director Director HR staff Teachers	Parents	Job Description Transcripts Staffing Patterns Personnel file document checklists and LACOE’s Staff Qualification Matrix.

(g)(2) When a majority of children speak the same language, at least one classroom staff member or home visitor interacting regularly with the children must speak their language.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
A minimum of one staff person will be assigned to each classroom	September – June	Assistant Director Director		Observations

BOE Approval: Pending

PC Approval: Pending

Revised: 2/3/15 AC

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<p>with the ability to speak the majority language spoken by children.</p> <p>Staff will treat children and families of all races, religions, family backgrounds and cultures equally with respect and consideration.</p>				<p>Staffing Patterns</p> <p>Annual Performance Evaluations</p>
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(g)(3) For center-based program, the class size requirements specified in 45 CFR 1306.32 must be maintained through the provision of substitutes when regular classroom staff is absent.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>No more than 20 children will be enrolled in single session classes. Class size will meet the stipulation of licensing regulations, with a minimum of 35 square feet per child of unencumbered space. Ratios will be ensured, with qualified substitutes being utilized when regular staff is absent.</p>	<p>September – June</p>	<p>Director, Assistant Director HR Director</p>		<p>License as issued by Department of Social Service, Community Care Licensing Staffing patterns</p>

(g)(5) Staff must supervise the outdoor and indoor play areas in such a way that children’s safety can be easily monitored and ensured.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Outdoor environments will be fenced for security and safety of children. At all times, adult/child ratios will be enforced to ensure that all children are visually and audibly monitored by audits.</p>	<p>August – June</p>	<p>Teachers Assistant Director Health Coordinator</p>		<p>Classroom program plan observation Maintenance Log</p>

Santa Monica-Malibu Unified School District

		Facility Coordinator Maintenance Supervisor		
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(i) Standards of conduct.

(h)(1) Grantee and delegate agencies must ensure that all staff, consultants, and volunteers abide by the program’s standards of conduct. These standards must specify that:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All new employees, consultants and volunteers will receive an orientation before entering classrooms. Orientations will include, but are not limited to: <ul style="list-style-type: none"> • personnel policies • goals and philosophy • program policies & procedures • standards of conduct • curriculum • child abuse • job duties • new employees will be given a copy of their job description • Annually, HS Staff will sign code of ethics agreement 	August – September Or start date August	Director HR Director Assistant Director		Orientation training plan and materials Master calendar Personnel file

(h)(1)(i) They will respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
HS Staff, consultants and volunteers will be monitored to ensure that every child and family member, as well as other staff, are treated with respect and dignity.	July – June	Assistant Director Teachers Director	Parents	Observations, Performance Evaluation, and Documentation of issues

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Contracts and Partnership Agreements include Code of Ethics.				
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(h)(1)(ii) They will follow program confidentiality policies concerning information and about children, families, and other staff members;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policies related to confidentiality will be maintained by staff, consultants and volunteers. Annually, staff, consultants and volunteers must sign a confidentiality agreement. Locked file cabinets containing child and family information will be labeled and procedures for checking out files for review and addition of information will be enforced.	July – June August	Director Assistant Director Teachers Family Advocates		Confidentiality Policies and Procedures. Check out signatures For files Personnel files Partnership agreements

(h)(1)(iii) No child will be left alone or unsupervised while under their care;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Policies related to Child Supervision will be maintained by staff, consultants and volunteers.	At all times	Assistant Directors Family Advocates Teachers Director		Child Supervision Policies and Procedures LACOE's GIM

(h)(1)(iv) They will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff, volunteers and consultants will be provided with training and written guidance regarding Head Start policies and procedures related to positive guidance for disciplinary needs.	August and as needed	Director Assistant Director Family Advocates		Training Calendar & Materials, and Policy and Procedures

(h)(2) Grantee and delegate agencies must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
SMMUSD Personnel Policies state clearly that employees will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.	At all times	Director HR Director		Training Calendar Training Materials Policy and Procedures LACOE's GIM

(h)(3) Personnel policies and procedures must include provision for appropriate penalties for violating the standards of conduct.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Disciplinary action will be administered as stated in SMMUSD Personnel Policies and Procedures	July – June	Director HR Director		Personnel Policies and Performance Evaluations

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Staff performance appraisals

(i) Grantee and delegate agencies must, at a minimum, perform annual performance reviews of each Early Head Start and Head Start staff members and use the results of these reviews to identify staff training and professional development needs, modify staff performance agreements, as necessary, and assist each staff member in improving his or her skills and professional competencies.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will be evaluated based on written goals and objectives, and management observations of job performance. Plan will define goals for professional growth and career advancement will be developed with staff member and supervisor.	April – June	Director Assistant Director Teachers HR Director		Personnel Files and Performance Evaluations LACOE's GIM

(j) Staff and volunteer health.

(j)(1) Grantee and delegate agencies must assure that each staff member has an initial health examination that includes screening for tuberculosis and periodic re-examination (as recommended by their health care provider or as mandated by State, Tribal or local laws) so as to assure that they do not, because of communicable diseases, pose a significant risk to the health or safety of others in the Early Head Start or Head Start program that cannot be eliminated or reduced by reasonable accommodation. This requirement must be implemented consistent with the requirements of the Americans with Disabilities Act and section 504 of the Rehabilitation.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will be required to meet all health requirements as stated by federal guidelines, DSS and SMMUSD. Monitoring of ongoing needs will be completed by Health Manager and staff, Facility Coordinator and appropriate staff as assigned.	Annually and as needed	Health Coordinator Facility Coordinator Assistant Director Director HR Director		Personnel Files

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(j)(2) Regular volunteers must be screened for tuberculosis in accordance with State, Tribal or local laws. In the absence of State, Tribal or local law, the Health Services Advisory Committee must be consulted regarding the need for such screenings (see 45 CFR 1304.3(20) for a definition of volunteer).

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Health Coordinator, Facility Coordinator and appropriate staff as assigned will ensure that all volunteers meet regulations within timelines. DSS Licensing Regulations state more than 10 hours per week of volunteer time requires to fill out the TB questionnaires. Documentation will be maintained in files at the center.	Annually and as needed	Health Coordinator Assistant Director Director		Volunteer Files

(j)(3) Grantee and delegate agencies must make mental health and wellness information available to staff with concerns that may affect their job performance.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Health and wellness information and employee assistance will be available for all Head Start Staff. Employee assistance will remain confidential between provider and client.	Annually As needed	Health Coordinator Director HR staff		Human Resources Information, Flyers, and Training Materials Agenda, minutes of staff meetings/training

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(a) Training and development

(k)(1) Grantee and delegate agencies must provide an orientation to all new staff, consultants, and volunteers that includes, at a minimum, the goals and underlying philosophy of Early Head Start and/or Head Start and the ways in which they are implemented by the program.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will be provided pre-service training and orientation to program philosophy, goals, policies and procedures.	August or when hired	Assistant Director Director HR staff		Orientation paperwork, Pre-service training packet, and Agenda

(k)(2) Grantee and delegate agencies must establish and implement a structures approach to staff training and development, attaching academic credit whenever possible. This system should be designed to help build relationships among staff and to assist staff in acquiring or increasing the knowledge and skills needed to fulfill their job responsibilities, in accordance with the requirements of 45 CFR 1306.23

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Training needs assessment will be completed by staff. Professional Development Plan will be based on findings and implemented throughout the year. Collaborations with local community colleges and university will be established and academic credit will be arranged whenever possible.	July - June Annually	Director Assistant Director		Staff Needs Assessment Outcomes data Master Calendar

(k)(3) At a minimum, this system must include ongoing opportunities for staff to acquire the knowledge and skills necessary to implement the content of the Head Start program Performance Standards. This program must also include:

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Professional Development Plan will be based on findings of training needs assessment, observations by Assistant Director and other indications of need. Child Outcomes data will be used to determine training focus on program, center, classroom and individualization.	Annually	Assistant Director Director		Training Needs Assessment, Professional Development Plan, Calendar of training, and workshops

(k)(3)(I) Methods of identifying and reporting child abuse and neglect that comply with applicable State and local laws using, so far as possible, a helpful rather than a punitive attitude toward abusing or neglecting parents and other caretakers; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Child Abuse Training will be provided during pre-service orientation for Staff.	August	Assistant Director Director		Training Materials and Development Calendar Child Abuse Protocol, Crisis Intervention and Team-policies and procedures

(k)(3)(ii) Methods for planning for successful child and family transitions to and from the Early Head Start or Head Start program.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Transition activities will be planned and implemented, including collaborations with Early Head Start and local elementary schools.	Annually	Family Advocates Assistant Director Director	Parents	Transition activities plan Calendar of events, Agenda, flyers, and

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				written materials
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(k)(4) Grantee and delegate agencies must provide training or orientation to Early Head Start and Head Start governing body members. Agencies must also provide orientation and ongoing training to Early Head Start and Head Start Policy Council and Policy Committee members to enable them to carry out their program governance responsibilities effectively.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
<p>Elected representatives from each Head Start center will compose the Policy Committee, and will on annual or as needed basis be provided training for the responsibilities for which they are responsible, to include, but not limited to:</p> <ul style="list-style-type: none"> • Review grievance policy in by-laws • Ensure Head Start Program is operating in accordance to federal requirements. • Preview/approve personnel policies • Participation with self-assessment • Approve program center location • Review/approve by-laws • Help develop Professional Development Plan • Participation with and approval/disapproval of hiring and termination of staff • Participation in development and approval of application/budget prior to submission • Participation with community assessment • Elect representatives to Grantee Policy Council. 	<p>October – November</p>	<p>Director Family Advocates Board of Education</p>	<p>Parents</p>	<p>Minutes of meetings Agenda, Calendar of events, Community Assessment, sign-in-sheets, Professional Development Plan, flyers, announcements, and training materials</p>

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1304.53 Facilities, Material and Equipment

(a) Head Start physical environment and facilities.

(a)(1) Grantee and delegate agencies must provide a physical environment and facilities conducive to learning and reflective of the different stages of development of each child.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
An education services plan will be reviewed and revised by staff, parents and consultants on an annual basis.	January – March	Assistant Director Director Board of Education	Policy Committee Members	Area plans with approvals of Policy Committee and Board of Education OHS Safe Environment Checklist

(a)(2) Grantee and delegate agencies must provide appropriate space for the conduct of all program activities (see CFR 1308.4 for specific access requirements for children with disabilities)

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All centers will be licensed by State of California Social Services, Community Care Licensing Division, and will meet all health, safety, fire and ADA requirements.	At all times	Assistant Director District Facility Coordinator Director Health Coordinator Teachers Teacher Assistants	Parents	CCL Licenses Health certificates Fire clearances

(a)(3) The center space provided by grantee and delegate agencies must be organized into functional areas that can be recognized by the children and that allow for individual activities and social interactions.

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Arrangement of classroom will allow children to choose to play and work in small or large groups; participate in open-ended activities for success and promotion of self-help and social skills.	September – June	Assistant Director Teaching Staff	Parents	Observation, Training records Classroom program plan OHS Safe Environment Checklist

(a)(4) The indoor and outdoor space in Early Head Start of Head Start centers in use by mobile infants and toddler must be separated from general walkways and from areas in use by preschoolers.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Outdoor space will be fenced to adequately separate Head Start children to guarantee health and safety. All fencing will meet CCL licensing regulations.	July – June	Facility Coordinator Assistant Director Teaching Staff	Parents	Observation and Center license

(a)(5) Centers must have at least 35 Square feet of usable indoor space per child available for the care and use of children (i.e., rooms and storage places) and at least 75 square feet of usable outdoor play space per child.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Licensing regulations will be met to meet space requirements and will be monitored annually by CCL.	Annually	Assistant Director Facility Coordinator		CCL License

(a)(6) Facilities owned or operated by Early Head Start/ Head Start grantee or delegate agencies must meet the licensing requirements of 45 CFR 1306.30

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Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All facilities used to provide Head Start child development programs will be licensed by the State of California, Department of Social Services. Staff using the safety checklist to monitor the facility on a monthly basis.	Monthly	Facility Coordinator Assistant Director Health Coordinator Teachers Maintenance Staff	Parents	OHS Safe Environment checklists

(a) (7) Grantee and delegate agencies must provide for the maintenance, repair safety, and security of all Early Head Start and Head Start facilities, materials, and equipment.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will monitor center, daily, and prior to arrival of children to ensure that premises will be kept clean and free of hazards. Monthly Health & Safety checklists will be completed for each center and submitted to Health Coordinator Facility issues will be discussed and action plans developed at Leadership Meetings	Daily Monthly	Teachers Facility Coordinator Maintenance Staff Assistant Director, Health Coordinator		Maintenance logs Health and Safety checklists

(a) (8) Grantee and delegate agencies must provide a center-based environment free of toxins, such as cigarette smoke, lead, pesticides, herbicides, and other air pollutants as well as soil and water contaminants. Agencies must ensure that no child is present during the spraying of pesticides or herbicides. Children must not return to the affected area until it is safe to do so.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Safe, hazard free and age appropriate environments will be maintained. All centers will be	Ongoing	Assistant Director Maintenance Supervisor		Monthly health and safety checklist

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licensed to meet local, state and federal regulations. Monthly health and safety checklists will be utilized by center staff to ensure ongoing monitoring.	Monthly	Health Coordinator Teachers Parents		Maintenance logs OHS Safe Environment Checklist
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(a) (9) Outdoor play areas at center-based program must be arranged to as to prevent any child from leaving the premises and getting into unsafe and unsupervised areas. En route to play areas, children must not be exposed to vehicular traffic without supervision.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All outdoor play areas will be fenced to ensure that children remain safe. Children will be visually supervised at all time.	August – June	Teachers Children Center Assistants Assistant Director	Parents	Center plans

(a) (10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility’s space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and development needs of children. At a minimum, agencies must ensure that:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Health and safety inspections are completed by staff on a regular basis at each center. Corrective actions must be completed immediately, or within 30 days for non-hazardous conditions.	Monthly	Assistant Director Teachers Maintenance	Parents	Health and safety checklists and documentation of correction OHS Safe Environment Checklist

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(a)(10)(I) In climates where such systems are necessary, there is a safe and effective heating and cooling system that is insulated to protect children and staff from potential burns;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All requirements regarding heating and cooling systems will be met to meet licensing criteria, prior to opening center. Ongoing maintenance and repairs will be completed as needed.	At all times Quarterly or as needed	District Facility Coordinator Assistant Director Teachers	Parents	Maintenance logs Work orders and invoices

(a) (10)(ii) No highly flammable furnishings, decorations, or materials that emit highly toxic fumes when burned are used:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Quarterly safety inspections will guarantee that no flammable furnishings, decorations, or toxic materials will be used in classrooms.	Quarterly	Health Coordinator Assistant Director Teachers	Parents	Health and safety checklists work order/invoices

(a) (10)(iii) Flammable and other dangerous materials and potentials poisons are stored in locked cabinets or storage facilities separate

(b) From stored medications, and food and are accessible only to authorized persons. All medications, including those required for staff and volunteers, are labeled, stored under lock and key, refrigerated in necessary, and kept out of reach of children;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Locked cabinets will be provided for all flammable, poisons dangerous materials and will be so labeled. Medications will be kept in a locked cabinet meeting policies and procedures of agency	At all times	Health Coordinator Assistant Director Teachers		Locked, labeled cabinets, keys and MSDS Sheets. Medication Administration policy,

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PC Approval: Pending

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				Locked cabinet, and keys
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(a)(10)(iv) Rooms are well lit and provide emergency lighting in the case of power failure;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All current classrooms have windows and are well lit with daylight. Flashlights will be easily accessible and in working order in each classroom for emergency use. Emergency exits signs are posted at each doorway. Emergency exit plan is posted in each classroom	August – June	Assistant Director Health Coordinator District Facility Coordinator District Maintenance Supervisor Teachers		Flashlight Exit signs Emergency exit plans

(a)(10)(v) Approved, working fire extinguishers are readily available;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Fire extinguishers are available to meet fire inspection requirements and are checked annually. Licensing will not be complete without these criteria. Fire extinguishers will be tagged with last date of inspection clearly evident.	Annually	District Facility Coordinator District Maintenance Supervisor Health Coordinator Assistant Director		Fire extinguishers with current maintenance tags

(a) (10) (vi) An appropriate number of smoke detectors are installed and tested regularly;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Smoke detectors will be installed in each classroom and maintained in working order	August – June	District Facility Coordinator		Monthly safety inspection

Santa Monica-Malibu Unified School District

		District Maintenance Supervisor Health Manager Teachers		
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(a) (10) (vii) Exits are clearly visible and evacuation routes are clearly marked and posted so that the path to safety outside is unmistakable (See CFR 1304.22 for additional emergency procedures);

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All exits will be clear and marked with signs for easy identification.	August – June	District Facility Coordinator Health Coordinator Teachers Assistant Director		Monthly safety inspection

(a)(10)(viii) Indoor and outdoor premises are cleaned daily and kept free of undesirable and hazardous materials and conditions;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Upon arrival staff will complete a safety inspection of grounds and classrooms to ensure health and safe conditions before children arrive.	August – June	Teachers Assistant Director		Notations in work order observation of center

(a)(10)(ix) Paint coatings on both interior and exterior premises used for the care of children do not contain hazardous quantities of lead.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
To the extent possible, all paint utilized at centers used for children	August – June	Assistant Director		Evaluation of paint upon purchase

Santa Monica-Malibu Unified School District

will be free of lead and other hazardous materials.		District Facility Coordinator		
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(a)(10)(x) The selection, layout, and maintenance, or playground equipment and surfaces minimize the possibility of injury to children.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Outdoor environments will be designed to meet al ADA and safety requirements as stipulated by CCL licensing.	August – June	Assistant Director District Facility Coordinator District Maintenance Supervisor		CCL licensing reports

(a)(10)(xi) Electrical outlets as accessible to children prevent shock through the use of child-resistant covers, the installation of child-protection outlets, or the use of safety plugs;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Protective covers will be placed on all outlets.	August – June	Teachers Health Coordinator Assistant Director		Monthly health and safety inspection

(a)(10)(xii) Windows and glass doors are constructed, adapted, or adjusted to prevent injury to children;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All windows and doors will be maintained to prevent injury to children and safety glass will be used whenever possible Safety covering will be applied to all windows without safety glass	August – June	Assistant Director District Facility Coordinator		Monthly safety inspection

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(a)(10)(xiii) Toilets and hand washing facilities are adequate, clean, in good repair, an easily reached by children. Toileting and diapering areas must be separated from areas used for cooking, eating, or children’s activities;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The number of toilets and sinks will meet CCL licensing regulations. Toileting areas will be maintained daily.	August – June	Assistant Director District Facility Coordinator District Maintenance Supervisor Teachers		Observation Maintenance logs Monthly health and safety inspections

(a) (10) (xv) Toilets and hand washing facilities are adequate, clean, in good repair, and easily reached by children. Toileting and diapering areas must be separated from areas used for cooking, eating, or children’s activities.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
The number of toilets and sinks will meet DSS licensing regulations. Toileting areas will be maintained daily.	August – June	Assistant Director Teachers District Maintenance Supervisor		Monthly health and safety inspection Maintenance Logs

(a)(10)(xv) Toilet training equipment is provided for children being toilet trained;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
As needed, toilet training equipment will be provided for children	As needed	Health Coordinator Assistant Director Teacher	Parents	Referral for service Action plan IEP

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(a)(10)(xvi) All sewage and liquid waste is disposed of through a locally approved sewer system, and garbage and trash are stored in a safe and sanitary manner; and

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All centers will meet CCL Licensing, Health Department and other requirements to ensure proper disposal of all waste products and garbage.	August - June	Assistant Director District Maintenance Supervisor Teachers	Parents	CCL reports, Observations, Contract – Waste Management

(a)(10)(xvii) Adequate provisions are made for children with disabilities to ensure their safety, comfort and participation.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Health Coordinator will meet with Assistant Director, teachers and parents to ensure that all special requirements will be met for all children, including and with emphasis for those with identified disabilities.	At enrollment	Assistant Director Health Coordinator Teachers	Parents	Progress notes in child's file Maintenance log Written plan

(b) Head Start equipment, toys, materials, and furniture.

(b)(1) Grantee and delegate agencies must provide and arrange sufficient equipment, toys, materials, and furniture to meet the needs and facilitate the participation of children and adults. Equipment, toys, materials, and furniture owned or operated by the grantee or delegate agency must be:

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Classrooms will be arranged with well-defined and logically located work areas to include, but not limited to: <ul style="list-style-type: none"> • arts and crafts • blocks • library and quiet spaces 	August – June	Assistant Director Teachers	Parents	Observation, Materials/supplies, and Class activity plans OHS Safe Environment Checklist

BOE Approval: Pending

PC Approval: Pending

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Santa Monica-Malibu Unified School District

<ul style="list-style-type: none"> • dramatic play • large and small group activities • science areas • sand and water play • construction • music and movement • Writing areas. 				
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(b)(1)(I) Supportive of the specific educational objectives of the local program;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Classroom material and equipment will meet the following standards: <ul style="list-style-type: none"> • Geared to age, ability and developmental level of children enrolled • Designed to provide a variety of learning experiences and encourage experimentation and exploration. 	August – June	Assistant Director Teachers	Parents	Observation Materials/supplies, and Class activity plans OHS Safe Environment Checklist

(b)(1)(iii) Supportive of the cultural and ethnic backgrounds of the children;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Classroom books, manipulative materials, bulletin boards, displays, etc. will depict diversity in ethnicity, gender, age, family configurations an age.	August – June	Assistant Director Teachers	Parents	Observation, Materials/supplies, and Class activity plans

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(b)(1)(iv) Accessible, attractive and inviting to children

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Classroom materials, equipment and toys will be accessible, attractive and in good repair to stimulate children’s interest and use.	August – June	Assistant Director Teachers	Parents	Observation

(b)(1)(v) Designed to provide a variety of learning experiences and to encourage each child to experiment and explore;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Staff will ensure provision of open-ended opportunities for success and development of self-help and social skills, within an environment of acceptance.	August – June	Assistant Director Teachers Parents		Observation. Class activities plan

(b)(1)(vi) Safe, durable, and kept in good condition and;

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
All materials, equipment and supplies will be maintained in safe, durable condition.	August – June	Assistant Director Teachers	Parents	Monthly health and safety checklists, work plans, and observation OHS Safe Environment Checklist

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(b)(1)(vii) Stored in a safe and orderly fashion when not in use.

Strategies What & How	Timeline When	Persons Responsible Who	Partnership	Documentation
Each classroom will have sufficient storage units for an adequate supply of materials for the number of children in the room. All materials, equipment and toys will be stored in a safe, orderly fashion.	August – June	Assistant Director Teachers	Parents	Observation

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / SARA WOOLVERTON

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS – 2014-2015

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2014-2015 as follows:

NPS

2014-2015 Budget 01-65000-0-57500-11800-5125-043-1400

2014-2015 Budget 01-65120-0-57500-31400-5890-043-1400

Nonpublic School	SSID	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted NPS 14/15		\$ 1,595,000
Amount Budgeted Mental Health Services 14/15		\$ 735,000
Total Budgeted		\$ 2,330,000
Prior Board Authorization as of 3/19/15		\$ 1,955,553
	Balance	\$ 374,447
Positive Adjustment (See Below)		\$ 942
		\$ 375,389
Total Amount for these Contracts		\$ 0
	Balance	\$ 375,389

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 2014-2015 in the amount of \$541,351 as of 3/19/15.

NPS	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
THG West	NPS	43-SPED15092	R	\$942.00	Reduce services

NPA

2014-2015 Budget 01-65000-0-57500-11800-5126-043-1400

Nonpublic Agency	SSID	Service Description	Contract Number	Cost Not to Exceed
Trang Nguyen, OD, FAAO	2957708698	Vision evaluation	71-SPED15134	\$260

Amount Budgeted NPA 14/15		\$ 583,000
Prior Board Authorization as of 3/19/15		\$ 504,278
	Balance	\$ 78,722
Positive Adjustment (See Below)		\$ 0
		\$ 78,722
Total Amount for these Contracts		\$ 260
	Balance	\$ 78,462

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 2014-2015 in the amount of \$36,875 as of 3/19/15

NPA	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

Instructional Consultants

2014-2015 Budget 01-65000-0-57500-11900-5802-043-1400
 2014-2015 Budget 01-33100-0-57500-11900-5802-044-1400

Instructional Consultant	SSID	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Instructional Consultants 14/15		\$ 324,920
Amount Budgeted Instructional Consultants (33100) 14/15		\$ 25,080
Total Budgeted		\$ 350,000
Prior Board Authorization as of 3/19/15		\$ 317,231
	Balance	\$ 32,769
Positive Adjustment (See Below)		\$ 0
		\$ 32,769
Total Amount for these Contracts		\$ 0
	Balance	\$ 32,769

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 2014-2015 in the amount of \$8,540 as of 3/5/15.					
Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

Non-Instructional Consultants

2014-2015 Budget 01-65000-0-57500-11900-5890-043-1400

Non-Instructional Consultant	SSID	Service Description	Contract Number	Cost Not to Exceed
Alan Brodney	4192832340	Vision evaluation	65-SPED15135	\$540.00

Amount Budgeted Non-Instructional Consultants 14/15		\$ 220,000
Prior Board Authorization as of 3/19/15		\$ 336,576
	Balance	\$ -116,576
Positive Adjustment (See Below)		\$ 0
		\$ -116,576
Total Amount for these Contracts		\$ 540
	Balance	\$ -117,116

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 2014-2015 in the amount of \$3,000 as of 3/19/15					
Non- Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

LEA

2014-2015 Budget 01-56400-0-00000-39000-5802-043-1400

LEA Consultant	SSID	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted LEA 14/15		\$	42,400
Prior Board Authorization as of 3/19/15		\$	27,513
	Balance	\$	14,887
Positive Adjustment (See Below)		\$	0
		\$	0
Total Amount for these Contracts		\$	0
	Balance	\$	14,887

Adjustment					
LEA Budget 01-56400-0-00000-39000-5802-043-1400					
There has been a reduction in authorized expenditures of LEA contracts for FY 2014-2015 in the amount of \$0 as of 3/19/15					
LEA Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

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 recommendations for these severely handicapped students are made by the District IEP Teams in accordance with State and Federal laws. The mandates of IDEA require non-public school services be provided at no expense to parents if there is not an appropriate public school program available. Funding to come from a SELPA-wide non-public school/non-public agency reserve account.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF PURCHASE ORDERS – 2014-15

RECOMMENDATION NO. A.07

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from March 12, 2015, through March 24, 2015, for fiscal year 2014-15.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL 16, 2015

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	
<u>*** NEW PURCHASE ORDERS ***</u>					
154521	A 1 LAWMOWER	CUSTODIAL VACUUM/PERMIT	JOHN ADAMS MIDDLE SCHOOL	1,185.30	R
154700	A Z BUS SALES INC	OPEN PO FOR PARTS	TRANSPORTATION	3,000.00	U
154903	ACCO BRANDS USA LLC DBA GBC	BINDING COMB SPINES	WEBSTER ELEMENTARY SCHOOL	17.00	U
154826	ADT SECURITY SERVICES INC	SECURITY ALARM RESPONSE	FACILITY MAINTENANCE	4,000.00	U
154840	ADVANCED ELECTRONICS	Transportation Radio Repair	TRANSPORTATION	465.86	U
154463	ALLIANCE PUBLISHING &	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	769.97	U
154608	APPLE COMPUTER CORP	USB superdrive for title I sch	STATE AND FEDERAL PROJECTS	3,027.68	R
154869	APPLE COMPUTER CORP	COMPUTER	SANTA MONICA HIGH SCHOOL	1,522.41	R
154860	ATOMIC LEARNING INC.	ASSISTIVE TECHNOLOGY	SPECIAL EDUCATION REGULAR YEAR	186.99	R
154883	ATTAINMENT COMPANY	ASSISTIVE TECHNOLOGY	SPECIAL EDUCATION REGULAR YEAR	56.11	R
154713	B & H PHOTO VIDEO	COMPUTER SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	191.43	U
154780	BARNES & NOBLE/SANTA MONICA	OPEN ORDER/INST SUP/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	125.00	U
154822	BARNES & NOBLE/SANTA MONICA	OPEN ORDER/INST SUP/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	125.00	U
154646	BRANDINC US INC	STAIRWAY 2015 T-SHIRTS	CURRICULUM AND IMC	1,521.39	R
154668	BRYDEN ELECTRICAL INC	BOND PAYMENT GENERATOR INSTALL	FACILITY MAINTENANCE	1,376.00	SR
154649	BYRNE, CHERYL	STAIRWAY RECEPTIONS-CATERING	CURRICULUM AND IMC	2,100.00	R
154855	CALIF CONFERENCE FOR EQUALITY	CAMP REGISTRATION	SANTA MONICA HIGH SCHOOL	1,100.00	U
154795	CALIFORNIA OFFICE SYSTEMS INC	OFFICE SUPPLIES	PERSONNEL SERVICES	83.23	U
154746	CALIFORNIANS TOGETHER	BILITERACY MEDALLIONS SEAL	CURRICULUM AND IMC	985.50	U
154725	CANDU GRAPHICS	GENERATOR PROJECT	PURCHASING/WAREHOUSE	498.23	U
154862	CDW-G COMPUTING SOLUTIONS	PRINTER	MCKINLEY ELEMENTARY SCHOOL	1,061.36	U
154627	CECCARELLI, ALAN	To reimburse Alan for purchase	THEATER OPERATIONS&FACILITY PR	630.70	R
154734	CINTAS DOCUMENT MANAGEMENT	DOCUMENT SHREDDING	SANTA MONICA HIGH SCHOOL	2,000.00	U
154814	CITY OF SANTA MONICA	Open order for fuel - CNG	TRANSPORTATION	6,000.00	U
154664	COMMUNITY PLAYTHINGS	HS/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	2,047.65	CD
154670	COMPLETE BUSINESS SYSTEMS	COPY SUPPLIES	SANTA MONICA HIGH SCHOOL	1,860.04	U
154468	COMPLETE OFFICE OF CA	OFFICE SUPPLIES	PERSONNEL SERVICES	1,600.00	U
154723	COMPLETE OFFICE OF CA	open po for supplies	FRANKLIN ELEMENTARY SCHOOL	1,000.00	R
154736	COMPLETE OFFICE OF CA	DESK CHAIR FOR ASST PRINCIPAL	WILL ROGERS ELEMENTARY SCHOOL	445.96	U
154775	COMPLETE OFFICE OF CA	TESTING BOXES	SANTA MONICA HIGH SCHOOL	181.51	U
154778	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP/MATH/TEAM	JOHN ADAMS MIDDLE SCHOOL	200.00	U
154790	COMPLETE OFFICE OF CA	HEALTH OFFICE SUPPLIES	SPECIAL EDUCATION REGULAR YEAR	87.70	R
154817	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP/TEAM/ELL	JOHN ADAMS MIDDLE SCHOOL	111.00	U
154819	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP/MATH/TEAM	JOHN ADAMS MIDDLE SCHOOL	166.00	U
154833	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	191.00	U
154849	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP/MATH/TEAM	JOHN ADAMS MIDDLE SCHOOL	111.00	U
154882	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP/SOC ST	JOHN ADAMS MIDDLE SCHOOL	123.00	U
154602	CORWIN PRESS	SUPPLEMENTAL SCIENCE ITEM	MALIBU HIGH SCHOOL	64.22	R
154600	CULVER NEWLIN	LUNCH TABLES	GRANT ELEMENTARY SCHOOL	5,358.10	R
154516	DAVISON, TARA ROSE	CONTRACT/VOCAL MUSIC JUDGE	JOHN ADAMS MIDDLE SCHOOL	200.00	R
154767	DELORIA, TERRY	INSERVICE SUPPLIES	CURRICULUM AND IMC	97.34	U
154444	DEMCO INC	LIBRARY SUPPLIES	WEBSTER ELEMENTARY SCHOOL	163.37	R
154601	DEMCO INC	LIBRARY SUPPLIES	EDISON ELEMENTARY SCHOOL	293.43	R
154663	DEMCO INC	LIBRARY SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	264.31	R
154747	DEPARTMENT OF TOXIC	ADDENDUM TO VOL INVSTGTN AGRMT	BUSINESS SERVICES	69,102.00	D
154724	DICK BLICK	ART SUPPLIES	SANTA MONICA HIGH SCHOOL	1,000.00	R
154779	DICK BLICK - PICK UP ONLY	OPEN ORDER/GIFT/VIS ARTS/SUP	JOHN ADAMS MIDDLE SCHOOL	500.00	R

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 DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
154548	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	165.99	CD
154549	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	96.03	CD
154655	DISCOUNT SCHOOL SUPPLY	HS/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	272.04	CD
154665	DISCOUNT SCHOOL SUPPLY	HS/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	113.83	CD
154718	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	295.05	CD
154754	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL/SPRING BREAK	CDC: CCTR	492.93	CD
154837	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL/SPRING BREAK	CHILD DEVELOPMENT CENTER	113.76	CD
154838	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL/SPRING BREAK	CDC: CCTR	281.65	CD
154870	DISPLAY SONIC CORPORATION	Smartboard projector	FRANKLIN ELEMENTARY SCHOOL	974.55	U
154797	DON JOHNSTON INC	ASSISTIVE TECHNOLOGY	SPECIAL EDUCATION REGULAR YEAR	435.10	R
154606	DURHAM SCHOOL SERVICES	ATHLETIC TRANSPORTATION	MALIBU HIGH SCHOOL	5,986.00	R
154739	DURHAM SCHOOL SERVICES	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	1,240.99	U
154758	EDUCATIONAL TESTING SERVICE	TEXTBOOKS	ADULT EDUCATION CENTER	115.00	A
154644	EL POLLO LOCO	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	700.00	U
154705	ENVIRON INTERNATIONAL CORP.	ENVIRONMENTAL REMEDIATION SVCS	BUSINESS SERVICES	200,000.00	D
154603	FAST DEER BUS CHARTER INC	ATHLETIC TRANSPORTATION	MALIBU HIGH SCHOOL	1,116.33	R
154675	FAST DEER BUS CHARTER INC	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	663.78	U
154755	FAST DEER BUS CHARTER INC	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	663.78	U
154828	FOOTHILL SOILS	Mulch for SAMO Beautfication	GROUNDS MAINTENANCE	427.05	U
154839	FRONTLINE TECHNOLOGIES GROUP	SUBFINDER SERVICES	PERSONNEL SERVICES	5,550.00	U
154594	GALE SUPPLY CO	CUSTODIAL SUPPLIES	GRANT ELEMENTARY SCHOOL	202.03	U
154607	GALE SUPPLY CO	CUSTODIAL SUPPLIES	MALIBU HIGH SCHOOL	2,430.00	U
154692	GALE SUPPLY CO	CUSTODIAL SUPPLIES	THEATER OPERATIONS&FACILITY PR	804.99	R
154766	GALE SUPPLY CO	PAPER TOWELS	WILL ROGERS ELEMENTARY SCHOOL	648.79	U
154786	GALE SUPPLY CO	CUSTODIAL SUPPLIES	LINCOLN MIDDLE SCHOOL	1,041.07	R
154823	GALE SUPPLY CO	CUSTODIAL SUPPLIES	SANTA MONICA HIGH SCHOOL	3,910.46	R
154850	GEORGE'S HARDWARE	HEADGE TRIMMER	GROUNDS MAINTENANCE	3,065.92	R
154876	GLOBAL ONE TECHNOLOGY GRP INC	Hard Drive	THEATER OPERATIONS&FACILITY PR	132.00	R
154515	GODEC, KATHERINE	CONTRACT/VOCAL MUSIC JUDGE	JOHN ADAMS MIDDLE SCHOOL	200.00	R
154752	GOLD COAST TOURS	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	1,580.50	U
154704	GOODWIN PROCTER LLP	GENERAL REAL ESTATE ADVICE	BUSINESS SERVICES	7,000.00	U
154875	GREENFIELD LEARNING INC	READING RENEWAL	SPECIAL EDUCATION REGULAR YEAR	180.00	R
154827	GUTTER ONE	GUTTER REPAIRS AT FRANKLIN	FACILITY MAINTENANCE	1,500.00	DF
154896	GUTTER ONE	GUTTER REPAIRS AT CABRILLO	FACILITY MAINTENANCE	1,350.00	DF
154899	GUTTER ONE	GUTTER REPAIRS AT MCKINLEY	FACILITY MAINTENANCE	1,500.00	DF
154667	HERITAGE FOOD SERVICES GROUP	GASKET FOR MALIBU FREEZER	FOOD SERVICES	159.04	F
154750	HERITAGE FOOD SERVICES GROUP	PARTS FOR GRANT'S WARMER	FOOD SERVICES	600.97	F
154693	HOME DEPOT- L.A.	OPEN ORDER/SCIENCE	CHILD DEVELOPMENT CENTER	50.00	CD
154689	INTELLI-TECH	ELITE BOOK FOLIO FOR	STUDENT SERVICES	1,512.73	U
154742	INTELLI-TECH	DESKTOP COMPUTER EQUIPMENT	CURRICULUM AND IMC	1,703.02	U
154861	INTELLI-TECH	LAPTOP	MCKINLEY ELEMENTARY SCHOOL	1,512.73	U
154776	INTERNATIONAL PAPER	COPY PAPER	SANTA MONICA HIGH SCHOOL	4,179.62	U
154784	INTERNATIONAL PAPER	COPY PAPER	SANTA MONICA HIGH SCHOOL	246.81	U
154582	JIANG, JI-LI	CONTRACTOR/7TH GR.ASSEMBLY	JOHN ADAMS MIDDLE SCHOOL	800.00	R
154800	KI	NON-CAPITAL EQUIPMENT	BOE/SUPERINTENDENT	2,963.40	U
154489	LAKESHORE	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	308.05	U
154695	LAKESHORE	OPEN ORDER/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	200.00	CD
154716	LAKESHORE	OPEN ORDER/SPRING BREAK	CHILD DEVELOPMENT CENTER	600.00	CD
154801	LAKESHORE	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	75.00	U
154803	LAKESHORE	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	75.00	U
154804	LAKESHORE	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	75.00	U

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
154886	LAKESHORE	CLASSROOM SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	300.00	R
154550	LAKESHORE CURRICULUM	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	118.28	CD
154565	LAKESHORE CURRICULUM	HS/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	853.02	CD
154707	LAKESHORE CURRICULUM	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	323.48	CD
154783	LAKESHORE CURRICULUM	CLASSROOM SUPPLIES	SPECIAL EDUCATION REGULAR YEAR	55.97	R
154759	MERIDIAN IT INC	SMARTNET	INFORMATION SERVICES	171,296.67	U
154799	MORPHOTRUST USA INC	MAINTENANCE AGREEMENT	PERSONNEL SERVICES	2,414.25	U
154741	OLIVER WORLDCLASS LABS INC	NOTEBOOK ADVANTAGE SOFTWARE	CURRICULUM AND IMC	270.00	R
154696	OMEGA CONSTRUCTION CO INC	PAINTING AT ROOSEVELT	FACILITY MAINTENANCE	4,450.00	R
154731	ORBACH HUFF SUAREZ &	GENERAL LEGAL COUNSEL SERVICES	MALIBU HIGH SCHOOL	25,000.00	D
154688	PLG CREATIVE STUDIO LLC	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	372.30	U
154669	PONTON, FRANK G	Chromebook Repair	INFORMATION SERVICES	825.00	U
154728	POSTMASTER-SANTA MONICA	Stamps	FRANKLIN ELEMENTARY SCHOOL	490.00	U
154657	PREMIER SCHOOL AGENDAS	AGENDA BOOKS	WILL ROGERS ELEMENTARY SCHOOL	804.75	R
154673	PRESS LINE INC & SUPPLY	BUSINESS CARDS	CHILD DEVELOPMENT CENTER	87.60	CD
154554	REDWOOD PRESS INC	TEXTBOOKS	SANTA MONICA HIGH SCHOOL	632.91	U
154770	REGENCY ENTERPRISES INC.	FLUORESCENT TUBES	LINCOLN MIDDLE SCHOOL	221.19	R
154880	REGENCY ENTERPRISES INC.	Bulbs for Barnum Hall aisles	THEATER OPERATIONS&FACILITY PR	28.91	R
154715	RICOH USA INC.	RICOH STAPLES	PRINTING SERVICES	473.70	U
154637	SANTA MONICA FORD	Repair for Truck #57	GROUNDS MAINTENANCE	198.90	R
154765	SCANTRON CORPORATION	OPSCAN 4ES SCANNER	ADULT EDUCATION CENTER	4,605.73	A
154848	SCANTRON CORPORATION	MAINTENANCE AGREEMENT	ADULT EDUCATION CENTER	689.00	A
154473	SCHOOL SPECIALTY INC	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	2,000.00	R
154596	SCHOOL SPECIALTY INC	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	228.82	U
154654	SCHOOL SPECIALTY INC	CLASSROOM RUG	WILL ROGERS ELEMENTARY SCHOOL	502.56	U
154674	SCHOOL SPECIALTY INC	HS/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	328.91	CD
154679	SCHOOL SPECIALTY INC	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	45.76	U
154558	SEHI COMPUTER PRODUCTS	Color Printer for M & O	FACILITY OPERATIONS	277.56	U
154683	SEHI COMPUTER PRODUCTS	TONER	GRANT ELEMENTARY SCHOOL	511.48	U
154874	SEHI COMPUTER PRODUCTS	INK	SANTA MONICA HIGH SCHOOL	2,500.00	R
154604	SIR SPEEDY PRINTING #0245	OPPORTUNITY TICKETS	MALIBU HIGH SCHOOL	339.45	U
154642	SMART & FINAL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	500.00	U
154691	SMART & FINAL	Open P.O. for Supplies needed	THEATER OPERATIONS&FACILITY PR	250.00	R
154694	SMART & FINAL	OPEN ORDER/COOKING	CHILD DEVELOPMENT CENTER	50.00	CD
154717	SMART & FINAL	OPEN ORDER/SPRING BREAK	CDC: CCTR	1,250.00	CD
154802	SMART & FINAL	GENERAL SUPPLIES/MATERIALS	BOE/SUPERINTENDENT	300.00	U
154853	SMART & FINAL	OPEN ORDER/HS MEETINGS	CHILD DEVELOPMENT CENTER	500.00	CD
154459	SMITH, BRADFORD	INSTRUCTIONAL SUPPLIES/JEWELRY	ADULT EDUCATION CENTER	650.00	A
154488	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	56.84	U
154511	SOUTHWEST SCHOOL SUPPLY	TEACHER WORK ROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	489.89	U
154710	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	93.68	R
154487	STAPLES BUSINESS ADVANTAGE	SUPPLIES	GRANT ELEMENTARY SCHOOL	410.18	U
154653	STAPLES BUSINESS ADVANTAGE	Open PO for supplies	FRANKLIN ELEMENTARY SCHOOL	2,000.00	R
154681	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	GRANT ELEMENTARY SCHOOL	500.00	U
154682	STAPLES BUSINESS ADVANTAGE	Staples for assessment	CURRICULUM AND IMC	800.00	U
154737	STAPLES BUSINESS ADVANTAGE	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	250.00	R
154785	STAPLES BUSINESS ADVANTAGE	CLASSROOM SUPPLIES	SPECIAL EDUCATION REGULAR YEAR	98.17	R
154781	STAPLES/P-U/SANTA MONICA/WILSH	OPEN ORDER/OFFICE SUP/COUNSEL	JOHN ADAMS MIDDLE SCHOOL	126.00	U
154490	STAPLES/P-U/VENICE/LINCOLN BL	SUPPLIES	GRANT ELEMENTARY SCHOOL	324.00	U
154643	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	500.00	U
154818	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/HUMANITIES	JOHN ADAMS MIDDLE SCHOOL	111.00	U

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
154821	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/7TH TEAM	JOHN ADAMS MIDDLE SCHOOL	51.00	U
154851	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/SUPPLIES	CHILD DEVELOPMENT CENTER	70.00	CD
154820	STAPLES/P-U/WLA/CUST#240174490	OPEN ORDER/INST SUP/SCI/TEAM	JOHN ADAMS MIDDLE SCHOOL	134.00	U
154844	STAPLES/P-U/WLA/CUST#240174490	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	54.00	U
154887	STAPLES/P-U/WLA/CUST#240174490	CLASSROOM SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	290.00	R
154738	STATE OF CALIFORNIA	ELEVATOR STATE FEES	FACILITY MAINTENANCE	1,350.00	R
154510	STUDENT SUPPLY	STUDENT COUNCIL SUPPLIES	GRANT ELEMENTARY SCHOOL	218.03	R
154154	STUDENT TRANSPORTATION OF AMER	ATHLETIC TRANSPORTATION	MALIBU HIGH SCHOOL	1,276.00	U
154645	SUBWAY	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	700.00	U
154832	TARGET STORES	OPEN ORDER/INSTRUCTIONAL	CDC: CCTR	60.00	CD
154843	TARGET STORES	OPEN ORDER/INST SUP/MATH	JOHN ADAMS MIDDLE SCHOOL	51.00	U
154597	TEACHER DIRECT	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	294.30	U
154651	TEDDYS CAFE	OPEN ORDER/PRESCHOOL CONFERNCE	CHILD DEVELOPMENT CENTER	800.00	CD
154529	TRANE U.S. INC	HVAC EQUIPMENT	EDISON ELEMENTARY SCHOOL	152,588.25	BB
154751	TUMBLEWEED TRANSPORTATION	BUS TRANSPORTATION	WILL ROGERS ELEMENTARY SCHOOL	389.00	R
154764	TUMBLEWEED TRANSPORTATION	Bus Transportation	WILL ROGERS ELEMENTARY SCHOOL	778.00	R
154719	U S BANK (GOVT CARD SERVICES)	MAILING ON INSTALLATION	FACILITY MAINTENANCE	191.63	SR
154760	U S BANK (GOVT CARD SERVICES)	Workshops	INFORMATION SERVICES	330.63	U
154595	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	GRANT ELEMENTARY SCHOOL	139.46	U
154672	WEST COAST MICROSCOPE SERVICE	SERVICE MICROSCOPES	SANTA MONICA HIGH SCHOOL	1,323.99	R
154815	WESTERN GRAPHIX	LAMINATOR FILM	WEBSTER ELEMENTARY SCHOOL	217.10	U
154866	XEROX CORPORATION	MAINTENANCE AGREEMENT	SANTA MONICA HIGH SCHOOL	300.00	U
				** NEW PURCHASE ORDERS	769,801.64

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

154640	ASBUILT SERVICES LLC	CAD LIGHTING - MHS	MALIBU HIGH SCHOOL	9,850.62	
154721	ASBUILT SERVICES LLC	CAD LIGHTING - MHS	BUSINESS SERVICES	9,850.62	
154774	DIRECT SOURCE COMMUNICATIONS	EMT CONDUIT PATHWAYS & CABLING	CURRICULUM AND IMC	14,979.50	
154614	HEWLETT-PACKARD COMPANY	COMPUTERS FOR STUDENTS: ES-2	CURRICULUM AND IMC	14,607.30	
154617	HEWLETT-PACKARD COMPANY	COMPUTERS PROFESSIONAL SERVICE	CURRICULUM AND IMC	5,659.00	
154618	INTELLI-TECH	COMPUTERS FOR STUDENTS: ES-2	CURRICULUM AND IMC	267,494.12	
154620	INTELLI-TECH	SOFTWARE LICENSE DIST.: ES-2	CURRICULUM AND IMC	69,168.17	
154796	MAIN ELECTRIC SUPPLY CO LLC	LUMINAIRE LIGHT CONTROLS MHS	BUSINESS SERVICES	471,619.02	
154798	MAIN ELECTRIC SUPPLY CO LLC	LIGHT CONTROLS CABRILLO ELEM	BUSINESS SERVICES	97,130.99	
154527	MERIDIAN IT INC	LICENSING AND SOFTWARE UPGRADE	CURRICULUM AND IMC	79,925.46	
154497	SPECTRUM INDUSTRIES INC	FURNITURE FOR SAMOHI FFE	SANTA MONICA HIGH SCHOOL	38,755.25	BB
154494	VWR SCIENTIFIC PRODUCTS	FURNITURE FOR SAMOHI FFE	SANTA MONICA HIGH SCHOOL	151,041.92	BB

** FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES 1,230,081.97

TO: BOARD OF EDUCATION
FROM: SANDRA LYON / JANECE L. MAEZ / PAT HO
RE: ACCEPTANCE OF GIFTS – 2014/2015

ACTION/CONSENT
04/16/15

RECOMMENDATION NO. A.08

It is recommended that the Board of Education accept, with gratitude, checks totaling **\$45,990.76** 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 2014-2015 income and appropriations by **\$45,990.76** as described on the attached listing.

This report details only cash gifts. It includes all contributions made by individuals or companies and some of the contributions made by our PTA's. Contributions made by a PTA in the form of a commitment and then billed are reported in a different resource. A final report that compiles all gift and PTA contributions is prepared and available annually.

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.

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

School/Site Account Number	Cash Amount	Item Description	Purpose	Donor
Adams Middle School	\$ 42.39		General Supplies and Materials	Extra Credit, Inc.
Ed Services	\$ 28,442.96		General Supplies and Materials	Stairway 2015 Contributions
01-90120-0-00000-00000-8699-030-0000	\$ 10,000.00		Special Services, Classified	Gail Dorin Music Foundation
	\$ 2,709.00		General Supplies and Materials	Stairway 2015 Contributions
	\$ 1,445.00		General Supplies and Materials	Stairway 2015 Contributions
	\$ 645.00		General Supplies and Materials	Stairway 2015 Contributions
Lincoln Middle School	\$ 81.56		General Supplies and Materials	Target Take Charge/ Education
01-90120-0-00000-00000-8699-012-0000				
Malibu High School	\$ 144.00		General Supplies and Materials	Community College of Baltimore
01-90120-0-00000-00000-8699-010-0000	\$ 39.85		General Supplies and Materials	Cola-Cola Bottling Company
McKinley Elementary School	\$ 277.00		General Supplies and Materials	Various
01-90120-0-00000-00000-8699-004-0000				
Olympic High School	\$ 320.00		General Supplies and Materials	Various
01-90120-0-00000-00000-8699-014-0000				
Rogers Elementary School	\$ 1,069.00		Field Trip	Various
01-90120-0-00000-00000-8699-006-0000	\$ 775.00		Field Trip	Various
TOTAL	\$ 45,990.76			

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF FLOORING MATERIALS TO KYA SERVICES, LLC – BID #16.01 – YEAR ONE OF A FIVE-YEAR CONTRACT AND TO STANDARDIZE CARPET SPECIFICATIONS TO MEET COLLABORATIVE FOR HIGH PERFORMING SCHOOLS (CHPS) SUSTAINABLE CRITERIA AS STATED BELOW

RECOMMENDATION NO. A.09

It is recommended that the Board of Education award Kya Services LLC, Bid #16.01 for the purchase of floorcoverings in an amount not to exceed \$300,000 annually based on unit cost pricing; and it is further recommended that the Board of Education maintain the sustainable flooring standards as listed below, established in Bid #9.10 and Board approval on 1/14/10. This is year one (1) of a five (5)-year contract, beginning July 1, 2015.

COMMENTS

Bids were sent to eight (8) vendors, one (1) responded with a bid submittal. In order to establish a baseline comparison for the award, a hypothetical project was created to produce a project which encompassed all items of an installation (demo, floor prep, materials, installation, coving, etc). Purchases will be based on unit cost pricing included in the bid for both rolled and carpet squares; wall base, furniture moving, sheet vinyl, linoleum, tile, walk-off mats, stair treads, removal and disposal of existing flooring; floor prep and moisture proofing and volume discounts based on pre-determined quantities. The contract further incorporates unit pricing for carpet and hard surface cleaning services and equipment, should the District require such services in the future. The contract includes provisions for floor covering cleaning presentations including chemical and cleaning equipment audits, and maintenance troubleshooting.

The District’s carpet standard is Tandus Carpet, which holds non-prorated warranties from lifetime to ten years based on product type. The specified flooring material is conducive to a green cleaning chemical program. Warehousing, delivery and storage will be provided for the term of the contract at no additional cost should a project be delayed. This also provides continuity throughout the district.

Contractors installing carpet for the District’s bond programs will be able to purchase carpet using this unit pricing structure. Pricing for the hypothetical project were as follows:

Kya Services LLC	\$202,393.75
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History

The Board of Education established the Collaborative for High Performance Schools (CHPS) criteria for all of the Measure BB Bond program installations during its Board meeting of 6/13/07. The CHPS criteria establishes performance and environmental standards to create learning environments that are efficient, healthy and comfortable, while at the same time creating building systems that are easy to maintain and operate. The Board of Education requested that all purchases through-out the District going forward incorporate the CHPS criteria of sustainability to create a green, healthy environment for students, staff and the community. By establishing the flooring standards listed below, it is supporting this philosophy.

The following is a list of minimum criteria established for the flooring contract. Details of the criteria and unit pricing is available for review in the Purchasing Office.

Sustainable Accountability/Indoor Air Quality: All rolled goods and carpet tile products shall meet the sustainable protocol set forth by LEED, NSF140-2007 and CHPS. All sustainable claims shall be third party certified and meet the definitions of the FTC. Adhesives, glues, primers and related installation materials shall meet guidelines provided by Proposition 65, Cal OSHA, Air Resource Board and the Department of Health. Carpet products are to comply with Carpet and Rug Institute's (CRI) Green Label Plus Program. All manufacturers shall have certified post-industrial content of 24% and 7% post consumer recycled content in their products for a minimum of 34% by weight and 98% recycled content cushion secondary backing. Products must be 100% closed-loop recyclable backing materials. Manufacturer shall have a collection and recovery system for product and a fully established operational recycling program established per FTC guides Section 260.7(d). (The carpet material supplied to the District shall have a fully operational reclamation plant that can take existing carpet material and turn it back into carpet. A cradle to cradle recycling process. This means that the product can be recycled over and over again without ending up in a landfill). The carpet shall have a planned obsolescence of thirty (30) years.

Antimicrobial / Pesticide Additives: All proposed carpet materials shall be free of antimicrobials / pesticide additives. No GSA registered pesticides shall be added to the mix design. (This is part of Santa Monica-Malibu Unified School District's commitment to students and teachers alike to reduce chemical exposure in the classrooms). All carpet materials shall have an integrated impermeable backing system that creates a flooring material that is not affected by moisture. (Mold, biological growth or dust mites in the carpet backing will never be a concern with this type of backing).

Nylon Fiber Standard: All soft surface flooring products are to be constructed of Type 6,6 nylon fibers.

The bid document allows for other governmental agencies and school districts to piggy-back on the unit pricing schedule and includes a 2% administration fee assessed to other agencies for its use. This revenue will be used to purchase maintenance and operations equipment for the departments installing and maintaining the floor coverings.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AMENDMENT TO CONTRACT FOR LIGHTING FIXTURE REPLACEMENT AND SYSTEM CONTROLS (EQUIPMENT ONLY) – MALIBU HIGH AND CABRILLO ELEMENTARY SCHOOLS – BID #15.08 TO UNITED ELECTRIC-CHINO AND TO APPROVE A BUDGET ALLOCATION FROM MEASURE ES2 UNALLOCATED FUNDS – CHANGE ORDER #2

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve Change Order #2 for Lighting Fixture Replacement and System Controls, Bid #15.08 to United Electric for additional system controls at Cabrillo Elementary School, in amount of \$10,152.26, for a total bid amount not to exceed \$578,902.27. It is also recommended that the Board of Education approve a budget allocation from Measure ES2 unallocated funds for this expenditure.

Funding Information

Budgeted: Yes with Approval of Agenda Item
Fund: 84
Source: Measure ES2
Account Number: 84-90900-0-00002-85000-6400-XXX-2600

COMMENT: A thorough analysis of Cabrillo Elementary School was not completed prior to release and close of the bid, so the Cabrillo portion of this bid falls under the unit contract pricing component as a change order to the base bid of this contract.

ORIGINAL CONTRACT AMOUNT	\$471,619.02	(Malibu HS)
CHANGE ORDER #1	\$ 97,130.99	(Cabrillo ES)
CHANGE ORDER #2	\$ 10,152.26	(Cabrillo ES)
TOTAL CONTRACT AMOUNT	\$578,902.27	

Change Order #2 constitutes additional quantities of luminaires and controls for Cabrillo Elementary School which were added to the original material list based on a site walk with electrical engineers and the architectural team.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF CONTRACT TO SIGMANET FOR INSTALLATION OF WIRELESS ACCESS POINTS, TELEPHONE AND INTERMEDIATE DISTRIBUTION FRAME (IDF) EQUIPMENT – AND TO PIGGYBACK ON CMAS CONTRACT #3-15-70-2486E, PHASE I TECHNOLOGY – MEASURE ES-2 BOND PROGRAM

RECOMMENDATION NO. A.11

It is recommended that the Board of Education award the installation of wireless access points, telephone and IDF equipment to support the Districtwide wireless infrastructure network, in an amount not to exceed \$825,091 utilizing piggyback CMAS Bid #3-15-70-2486E.

Funding Information

Budgeted: Yes
Fund: 84
Source: Measure ES
Budget Category: Infrastructure Technology
Account Number: 84-90903-0-00000-85000-6200-030-1300

COMMENT: This installation, in conjunction with the March 19, 2015 Board approvals of the equipment purchase to Meridian and Hewlett Packard (Agenda items A.12, and A.13) will support the installation of infrastructure hardware and software for wireless technology throughout the district, supporting classroom technology. This also includes the installation of current telephone equipment, as existing equipment will not support software upgrades to the new 10 gig network and the new VOIP technologies.

It is anticipated that once Board approval is given and purchase orders are placed, that the installation will start in the fall of the 2015/16 school year. Meridian IT will be providing equipment, warranty, licenses, maintenance, software upgrades and associated services, Sigmanet will be providing installation and training on the equipment.

The breakout is as follows:

Cabling	\$356,000
Wireless Deployment	\$469,091

School district governing boards have the authority to “piggyback” on another public agency’s bid per public contract code section 20118 and 20652 when it is determined to be in the “best interest of the district”. It is often advantageous for district to utilize piggyback bids when contract items are identical to the districts specifications. Using piggyback contracts saves time and money, and they often provide lower prices than a single jurisdiction would be able to obtain.

The Board of Education approved the budget for Measure ES-2 Technology purchases during the Board meeting of October 16, 2014 (Item A.23). This purchase will utilize a portion of the infrastructure allocations.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF CONTRACT TO VWR SCIENTIFIC PRODUCTS FOR THE
PURCHASE OF SCIENCE EQUIPMENT– AND TO PIGGYBACK ON E&I RFP
#682665 – FF&E MEASURE BB BOND PROGRAM BUDGET

RECOMMENDATION NO. A.12

It is recommended that the Board of Education award the purchase of science equipment and installation to VWR Scientific Products, in an amount not to exceed \$151,041.92, utilizing piggyback E&I RFP #682665.

Funding Information

Budgeted: Yes

Fund: 83

Source: Measure BB

Account Number: 83-90500-0-00000-85000-6200-015-2600

COMMENT: Authorization of this purchase will allow Santa Monica High School the ability to install and purchase all science equipment and appliances required for the new science labs, prep and tech rooms in the innovation buildings. As the purchase is over bid limit (PO 154494), the District is required to bid the equipment or use a piggyback contract for the purchase.

School district governing boards have the authority to “piggyback” on another public agency’s bid per public contract code section 20118 and 20652 when it is determined to be in the “best interest of the district”. It is often advantageous for district to utilize piggyback bids when contract items are identical to the districts specifications. Using piggyback contracts saves time and money, and they often provide lower prices than a single jurisdiction would be able to obtain.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AMENDMENT TO CONTRACT TO MERIDIAN IT/PROMARK TECHNOLOGY, INC. FOR THE PURCHASE OF WIRELESS ACCESS POINTS, TELEPHONE AND INTERMEDIATE DISTRIBUTION FRAME (IDF) EQUIPMENT – AND TO APPROVE THE USE OF PROMARK TECHNOLOGIES INC. PIGGYBACK GSA CONTRACT #GS-35F-4342D, PHASE I TECHNOLOGY – MEASURE ES-2 BOND PROGRAM – CHANGE ORDER #1

RECOMMENDATION NO. A.13

It is recommended that the Board of Education authorize Change Order #1 to Meridian IT/Promark Technology Inc. for taxes on wireless access points, telephone and IDF equipment in an amount of \$249,325.38, for a total contract amount not to exceed \$3,432,818.38 utilizing piggyback GSA Bid #GS-35F-4342D. Meridian IT is the authorized partner for product pass through and installation.

Funding Information

Budgeted: Yes
Fund: 84
Source: Measure ES
Account Number: 84-90903-0-00000-85000-6400-030-1300

COMMENT: Change Order #1 represents taxes on the original equipment purchase (A.12 on the 3/19/15 agenda):

Original Contract Amount	\$3,183,493.00
<u>Change Order #1</u>	<u>\$ 249,325.38</u>
Total Contract Amount	\$3,432,818.38

School district governing boards have the authority to “piggyback” on another public agency’s bid per public contract code section 20118 and 20652 when it is determined to be in the “best interest of the district”. It is often advantageous for district to utilize piggyback bids when contract items are identical to the districts specifications. Using piggyback contracts saves time and money, and they often provide lower prices than a single jurisdiction would be able to obtain.

The Board of Education approved the budget for Measure ES-2 Technology purchases during the Board meeting of October 16, 2014 (Item A.23). This purchase will utilize a portion of the infrastructure allocations.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / BERTHA ROMAN

RE: AWARD OF CONTRACT TO FOLLET SCHOOL SOLUTIONS, INC. FOR THE PURCHASE OF FOLLET DESTINY SOLUTION CIRCULATION AND ASSET MANAGEMENT SOFTWARE, PHASE I TECHNOLOGY – MEASURE ES-2

RECOMMENDATION NO. A.14

It is recommended that the Board of Education Award Follet School Solutions, Inc. the contract for the purchase Follet Destiny Solutions Circulation and Asset Management Software and supporting hardware, in an amount not to exceed \$118,314.90 from the following funding sources:

Measure ES	\$46,591.00
Microsoft Voucher	\$24,574.28
Common core	\$47,149.72

Funding Information

Budgeted: Yes
Fund: 84
Source: Measure ES
Account Number: 84-90903-0-00000-85000-5890-030-1300

Budgeted: Yes
Fund: 84
Source: Microsoft Voucher
Account Number: 01-90109-0-11100-10000-5890-030-1300

Budgeted: Yes
Fund: 84
Source: Common Core
Account Number: 01-74050-0-11100-10000-5890-030-1300

COMMENT: Librarians, Elementary Library Coordinators, Information Services Staff, Educational Services and District Technology Team representatives recommend the implementation of Follet’s Destiny Solution as the new library circulation software solution. This contract includes the district’s new software and tools such as USB and handheld scanners for remote collection and management.

The Board of Education approved the budget for Measure ES-2 Technology purchases during the Board meeting of August 28, 2014 (Item S.01). This purchase will utilize a portion of the infrastructure allocations.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / STUART SAM

RE: ACCEPT WORK AS COMPLETED ON THE LEASE- LEASEBACK – JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION & SITE IMPROVEMENTS (PACKAGE 2B) – SWINERTON BUILDERS INC., (SBI) – MEASURE BB

RECOMMENDATION NO. A.15

It is recommended that the Board of Education accept as completed under the Lease-Leaseback for DSA 03-112808 – a final contract amount not to exceed \$ 15,953,747.90. As required by the contract, the release of the final payments will be preceded with a Memorandum of Commencement Date and a Notice of Termination of Leases less any outstanding withholds as determined by contract, District, or mutually agreement by SBI. A Notice of completion must be filed within thirty-five (35) days with the County of Los Angeles pending approval by the Board of Education.

Funding Information:

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Number: 82-90500-0-00000-85000-6200-011-2600
Description: Construction Services
Project: John Adams MS – Modernization
DSA #: 03-112808
Budget Category: Hard Cost/Construction

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 in the amount of \$11,728,854.

The project required additional scope as a result of unforeseen conditions, work not included in construction documents, and additional DSA upgrades. The site has been occupied since August 2013. The contract closeout has been extended to resolve commissioning verification, administrative and to develop a mutual dispute resolution agreement for requested contractor impacts.

Under the Lease-Leaseback contracts, no retention is held, but 10% of the final payment is not release until a Memorandum of Commencement Date is formally established

John Adams Middle School – Package 2. The total contract total will not exceed \$15,953,747.90

A Friday Memorandum accompanies the item.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / STUART A. SAM

RE: RATIFICATION OF DEVELOPER-CONTRACTOR RESOLUTION AGREEMENT –
– JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM
BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION & SITE
IMPROVEMENTS (PACKAGE 2B) – SWINERTON BUILDERS INC., (SBI) –
MEASURE BB

RECOMMENDATION NO. A.16

It is recommended that the Board of Education approve ratification of the Lease Leaseback Resolution Agreement – under the Lease Leaseback for DSA 03-112808 – a final settlement agreement amount not to exceed \$2,241,969.00.

Funding Information

Budgeted: No
Fund: 82
Source: Building Fund
Account Number: 82-90500-0-00000-85000-6200-011-2600
Budget Category: Hard Costs – Construction
DSA #: 03-112808
Friday Memo: March 27, 2015

COMMENTS: It is recommended that the Board of Education approve ratification of the Lease Leaseback Resolution Agreement with Swinerton Builders, Inc. for an amount not to exceed \$2,421,969.00. The settlement was mutually negotiated with representative attorneys, third party consultants, and project teams. The settlement terms included the resolution of the Government Code Claim presented by Swinerton Builders, Inc. in August 28, 2014; mutual agreements to end all claims, additional costs or expenses associated with the contract; and deduct any amounts for administrative closeout withholds if outstanding.

Staff was directed by the BOE during a closed session on March 19, 2015 to proceed and enter into a resolution agreement with the intent to resolve the claim.

The original base contract:	\$11,728,854.00
Additional scope-approved change orders:	\$ 1,982,924.90
<u>Additional scope-Settlement Agreement:</u>	<u>\$ 2,241,969.00</u>
Total not to exceed contract value:	\$15,953,747.90

Funds shall be transferred from program reserves as required.

A separate Board Item will accompany this item which will request for acceptance of Completed Work.

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

TO: BOARD OF EDUCATION
 FROM: SANDRA LYON / MARK O. KELLY
 RE: CERTIFICATED PERSONNEL – Elections, Separations

ACTION/CONSENT
 04/16/15

RECOMMENDATION NO. A.17

Unless otherwise noted, all items are included in the 2014/2015 approved budget.

ADDITIONAL ASSIGNMENTS

ADAMS MIDDLE SCHOOL

Adams, Tracy	6 hrs @\$42.08	3/2/15-3/3/15	Est Hrly/\$252
Jacobs, Edward	6 hrs @\$42.08	3/2/15-3/3/15	Est Hrly/\$252
Loopesko, Lorna	6 hrs @\$42.08	3/2/15-3/3/15	Est Hrly/\$252
Scotland, Alva	6 hrs @\$42.08	3/2/15-3/3/15	Est Hrly/\$252
Smith, L. Devon	6 hrs @\$42.08	3/2/15-3/3/15	<u>Est Hrly/\$252</u>
TOTAL ESTABLISHED HOURLY			\$1,260

Comment: Scoring Writing Assessments
 01-LCFF – Economic Impact Aid

EDISON ELEMENTARY SCHOOL

Murcia, Constanza	10 hrs @\$42.08	1/5/15-5/29/15	<u>Est Hrly/\$421</u>
TOTAL ESTABLISHED HOURLY			\$421

Comment: Coach Accelerated Learners Math Team
 01-VSS: Stretch Grant

EDUCATIONAL SERVICES

Aiello, Jason	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Badt, Amy	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Bisson, Amy	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Blitz, Sarah	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Both, Sue	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Bushin, Greg	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Calek, Laura	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Cannon, Nell	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Cierra, Jorge	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Contreras, Sitara	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Cowgill, Elizabeth	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Cruce, Marae	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Faas, Kathleen	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Fuller, Anthony	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Galasso, Steve	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Gonzalez, Gabriella	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Hamilton, LaDawna	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Hart, Sharon	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Hovest, Christine	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Hwang, Genie	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Hynding, Sheri	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Jurewicz, Kristen	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Kim, Sandra	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Liaw, Susanne	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Louria, Meredith	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Marshall, Kim	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Meils, Jennifer	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Mendinueto, Darwin	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Moe, Eric	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Mowry, Kristin	2 hrs @\$42.08	2/26/15	Est Hrly/\$84

Mugalian, Tamara	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Murawski, Danielle	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Murcia, Constanza	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Navarro, Cam-An	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
O'Keefe, Eliana	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Ostrom, Michael	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Pankow, Karen	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Pham, Vy	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Powell, Chrysta	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Pust, Jennifer	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Ransom, Barbara	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Robinson, Elaine	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Salmaggi, Aileen	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Scotland, Alva	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Simon, Laura	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Suffolk, Stephanie	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Tickler, Brian	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Trubo, Melissa	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Urias, Rebecca	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Wadsworth, Henry	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Walsh, Lauren	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
Williams, Lindsay	2 hrs @\$42.08	2/26/15	Est Hrly/\$84
TOTAL ESTABLISHED HOURLY			\$4,368

Comment: Professional Development Team Meeting
01-Vision for Student Success

Bisson, Amy	4 hrs @\$42.08	3/12/15-4/30/15	Est Hrly/\$168
Cruce, Marae	4 hrs @\$42.08	3/12/15-4/30/15	Est Hrly/\$168
Lipetz, Sarah	4 hrs @\$42.08	3/12/15-4/30/15	Est Hrly/\$168
Pust, Jennifer	4 hrs @\$42.08	3/12/15-4/30/15	Est Hrly/\$168
TOTAL ESTABLISHED HOURLY			\$672

Comment: Parent Training for Common Core Testing
01-Common Core Implementation

FRANKLIN ELEMENTARY SCHOOL

Both, Katherine	3 hrs @\$42.08	1/5/15-6/5/15	Est Hrly/\$84
TOTAL ESTABLISHED HOURLY			\$84

Comment: Professional Development Committee
01-Vision for Student Success

GRANT ELEMENTARY SCHOOL

Krogmann, Allyson	4 hrs @\$42.08	2/1/15-2/28/15	Est Hrly/\$168
TOTAL ESTABLISHED HOURLY			\$168

Comment: Math Nights
01-Formula & Old Tier III

Ipina, Elizabeth	50 hrs @\$42.08	2/1/15-4/30/15	Est Hrly/\$2,104
TOTAL ESTABLISHED HOURLY			\$2,104

Comment: Intervention Reading Teacher
01-IASA: Title I Basic-LW INC/NEG

MCKINLEY ELEMENTARY SCHOOL

Edwards, David	20 hrs @\$42.08	3/2/15-6/5/15	Est Hrly/\$ 842
Lauer, Elizabeth	40 hrs @\$42.08	3/2/15-6/5/15	Est Hrly/\$1,683
Notarides, Anthony	40 hrs @\$42.08	3/2/15-6/5/15	Est Hrly/\$1,683
TOTAL ESTABLISHED HOURLY			\$4,208

Comment: After-School Math and Reading Tutoring
01- IASA: Title I Basic-LW INC/NEG

ROGERS ELEMENTARY SCHOOL

Alexander, Katja	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Avita-Witt, Carl	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Berezowsky, Lisa	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Contreras, Sitara	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Cruz, Teresita	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Duran-Contreras, Martha	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Estrada, Tiffany	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Fujiwara, Emma	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Gonzalez, Monica	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Herrera, Denise	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Herrera, Mayra	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Hilson, Jaclyn	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Howard, Courtney	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Hurst, Erin	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Kerkotchian, Sylvia	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Marmolejo, Yolanda	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Murphy, Nancy	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Naphy, Katherine	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Papale, Jacqui	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Peterson, Aimee	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Schwengel, Tracey	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Simon, Laura	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Tate, Alia	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Tuler, Sophie	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Turner, Amy	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Uema, Kazuki	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Urias, Rebecca	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Vasquez, Martha	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
Williams, Lindsay	12 hrs @\$42.08	3/2/15-6/1/15	Est Hrly/\$505
TOTAL ESTABLISHED HOURLY			\$14,645

Comment: Literacy Training
01-Vision for Student Success

SANTA MONICA HIGH SCHOOL

Pitts, Gregory	\$42.08, as needed	2/28/15-6/5/15	Est Hrly/\$----
TOTAL ESTABLISHED HOURLY			\$----

Comment: Saturday School
01-Unrestricted Resource

Jones, Teri	3 hrs @\$42.08	3/1/15	Est Hrly/\$126
Kemp, Anita	11 hrs @\$42.08	2/7/15-3/29/15	Est Hrly/\$463
TOTAL ESTABLISHED HOURLY			\$589

Comment: ROP 3-Tier Event
01-Reimbursed by ASB

SPECIAL EDUCATION

Nelson, Rebecca	44 days @\$419.75	3/9/15-6/5/15	Own Daily/\$18,469
TOTAL OWN DAILY			\$18,469

Comment: Covering for Psychologist on Leave
01-Special Education

ADDITIONAL ASSIGNMENT – EXTENDED DUTY UNITS

EDISON ELEMENTARY SCHOOL

Name	Rate	Assignment	Effective	Not to Exceed
Morales, Carlos	3 EDU	5 th Grade Catalina Trip	8/14-6/15	\$801
Morales, Carlos	1 EDU	Student Events	8/14-6/15	\$267

Murcia, Constanza	3 EDU	5 th Grade Catalina Trip	8/14-6/15	\$801
Naranjo, Rocio	1 EDU	Student Events	8/14-6/15	\$267
Wiener, Daniela	3 EDU	5 th Grade Catalina Trip	8/14-6/15	<u>\$801</u>
			TOTAL EDUS	\$2,937

GRANT ELEMENTARY SCHOOL

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Croft, Susan	2.5 EDU	5 th Grade Camp	8/14-6/15	\$ 668
Donovan, Michael	2.5 EDU	5 th Grade Camp	8/14-6/15	\$ 668
Kooy, Tracy	2.5 EDU	5 th Grade Camp	8/14-6/15	\$ 668
Marek, Mallory	2.5 EDU	5 th Grade Camp	8/14-6/15	\$ 668
Smith, Shelly	4.0 EDU	5 th Grade Camp	8/14-6/15	<u>\$1,068</u>
			TOTAL EDUS	\$3,740

MCKINLEY ELEMENTARY SCHOOL

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Canon, Nell	1 EDU	5 th Grade Trip	8/14-6/15	\$267
Cervantes, Hayde	3 EDU	5 th Grade Trip	8/14-6/15	\$801
Sanschagrín, Marc	3 EDU	5 th Grade Trip	8/14-6/15	\$801
Talbott, Deborah	3 EDU	5 th Grade Trip	8/14-6/15	<u>\$801</u>
			TOTAL EDUS	\$2,670

LINCOLN MIDDLE SCHOOL

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Blitz, Sarah	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Catanzano, Linda	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Counte, Vanessa	6.00 EDU	Vocal Music	1/15-6/15	\$1,602
Diamond, Renee	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Ehrke, Shelly	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Forte, Mark	2.00 EDU	Spanish Club	1/15-6/15	\$ 534
Greenfield, Sara	1.00 EDU	AVID	1/15-6/15	\$ 267
Greenfield, Sara	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Hart, Sharon	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Hartson, Elizabeth	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Hoffman, Beth	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Hylind, Amy	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Johnston, Roe	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Katz, Jessica	1.00 EDU	Jr. Honor Society	1/15-6/15	\$ 267
Katz, Jessica	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Marcos, Eric	0.25 EDU	Guided Study	1/15-6/15	\$ 67
McLaughlin, Gretchen	1.00 EDU	Builder Club	1/15-6/15	\$ 267
McLaughlin, Gretchen	1.00 EDU	STEM Club	1/15-6/15	\$ 267
Moazzez, Rozita	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Moe, Rose	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Moe, Rose	1.00 EDU	AVID	1/15-6/15	\$ 267
Norsworthy, Kathleen	3.00 EDU	Yearbook Club	1/15-6/15	\$ 801
Norsworthy, Kathleen	1.00 EDU	Jr. Honor Society	1/15-6/15	\$ 267
Norsworthy, Kathleen	0.25 EDU	Guided Study	1/15-6/15	\$ 67
O'Brien, Marianna	1.00 EDU	STEM Club	1/15-6/15	\$ 267
Perez, Raymond	1.50 EDU	Math Tutoring	1/15-6/15	\$ 401
Perez, Raymond	2.00 EDU	Tutoring Club	1/15-6/15	\$ 534
Preuss, Jennifer	2.00 EDU	Tutoring Club	1/15-6/15	\$ 534
Seymour, Robert	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Sherman, Wynn	2.50 EDU	Anime Club	1/15-6/15	\$ 668
Sherman, Wynn	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Sinclair, Michele	1.00 EDU	Jr. Honor Society	1/15-6/15	\$ 267
Sinclair, Michele	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Suffolk, Stefanie	0.25 EDU	Guided Study	1/15-6/15	\$ 67

Utzinger, Sara	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Vieria, Ron	0.25 EDU	Guided Study	1/15-6/15	\$ 67
Wang, Jim	6.00 EDU	Orchestra	1/15-6/15	\$1,602
Yaghoobian, Elle	2.00 EDU	Tutoring Club	1/15-6/15	\$ 534
TOTAL EDUS				\$10,753

SANTA MONICA HIGH SCHOOL - Academic

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Aiello, Jason	13 EDU	Orchestra	1/15-6/15	\$3,471
Boyd, Bryn	12 EDU	Student Activities	1/15-6/15	\$3,204
Chapman, Amy	6 EDU	Yearbook	1/15-6/15	\$1,602
Faas, Kathleen	6 EDU	Newspaper	1/15-6/15	\$1,602
Flores, Ernesto	9 EDU	Scholarship Advisor	1/15-6/15	\$2,403
Forrer, Brooke	10 EDU	Senior Advisor	1/15-6/15	\$2,670
Hoffman, Ryan	10 EDU	Senior Advisor	1/15-6/15	\$2,670
Honda, Julie	9 EDU	Scholarship Advisor	1/15-6/15	\$2,403
Huls, Jeffe	10 EDU	Vocal Music	1/15-6/15	\$2,670
McKeown, Kevin	13 EDU	Band	1/15-6/15	\$3,471
Mejia, Rosa	9 EDU	Scholarship Advisor	1/15-6/15	\$2,403
Sakow, Terry	13 EDU	Band	1/15-6/15	\$3,471
Soller, Katherine	13 EDU	Drama	1/15-6/15	\$3,471
Swenson, Joni	13 EDU	Orchestra	1/15-6/15	\$3,471
Trundle, Al	13 EDU	Athletic Director	1/15-6/15	\$3,471
TOTAL EDUS				\$42,453

TOTAL ESTABLISHED HOURLY, OWN DAILY AND EXTRA DUTY UNITS = \$109,541

NEW HIRES

SUBSTITUTE TEACHERS
PREFERRED SUBSTITUTES

Effective

(@\$169.00 Daily Rate)

Caplinger, Kim	1/22/15
Goodman, Jacklyn	1/12/15
Marmolejo, Michael	1/13/15

REGULAR DAY-TO-DAY SUBSTITUTES

(@\$144.00 Daily Rate)

Mazur, Steven	3/6/15
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LEAVE OF ABSENCE (with pay)

Name/Location

Effective

Cox, Shannon Santa Monica HS	3/3/15-3/20/15 [Catastrophic]
Higginson, James Special Education	3/15/15-4/13/15 [Medical]
McCance, Wendi Franklin Elementary	3/11/15-4/13/15 [Medical/FMLA]
Suminski, Mark Olympic HS	3/1/15-4/30/15 [Medical]

RESIGNATION

Name/Location

Marek-Young, Mallory
Grant Elementary

Effective

6/5/15

RETIREMENT

Name/Location

Franklin, Judith
McKinley Elementary

Effective

6/5/15

Korvin, Karen
Santa Monica High School

6/5/15

Von der Lieth, Jadeane
Special Education

6/30/15

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

TO: BOARD OF EDUCATION
 FROM: SANDRA LYON / BRANDON TIETZE
 RE: CLASSIFIED PERSONNEL – MERIT

ACTION/CONSENT
 04/16/15

RECOMMENDATION NO. A.18

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>NEW HIRES</u>		<u>EFFECTIVE DATE</u>
Seiden, Abbey Webster ES	Inst Assistant - Classroom 3 Hrs/SY/Range: 18 Step: D	3/5/15
Wang, Jingbo Special Ed-Malibu HS	Paraeducator 1 6 Hrs/SY/Range: 20 Step: B	3/16/15
Wey, Elaine McKinley ES	Administrative Assistant 8 Hrs/10+10 Mo/Range: 29 Step: A	3/9/15

<u>TEMP/ADDITIONAL ASSIGNMENTS</u>		<u>EFFECTIVE DATE</u>
Anderson, Janice Health Svcs-Franklin ES	Health Office Specialist [additional hours; health office support]	2/1/15-6/5/15
Avitia, Hector Special Ed-Grant ES	Custodian [overtime; custodial classroom assignment]	2/16/15
Avitia, Hector Grant ES	Custodian [overtime; custodial assignments]	2/16/15-6/5/15
Brewer, Ariana Special Ed-Rogers ES	Paraeducator 1 [limited term; bus supervision]	2/10/15-6/5/15
Etchison, Chauncey Facility Use	Custodian [additional hours; Facility Use events]	2/1/15-6/30/15
Etchison, Chauncey Facility Use	Custodian [overtime; Facility Use events]	2/1/15-6/30/15
Haro, Frank Facility Use	Custodian [additional hours; Facility Use events]	2/1/15-6/30/15
Haro, Frank Facility Use	Custodian [overtime; Facility Use events]	2/1/15-6/30/15
Heiderman, Daniel Facility Use	Utility Worker [overtime; Facility Use events]	1/1/15-6/30/15
Homami, Christina Health Svcs-Franklin ES	Health Office Specialist [additional hours; health office support]	2/1/15-6/5/15
Marquez, Lily Human Resources	Bilingual Community Liaison [overtime; new volunteer form translation]	2/23/15-2/27/15
Nolen, Cherelle Franklin ES	Inst Assistant - Classroom [limited term; classroom support]	3/12/15-5/20/15

Roller, Yolanda Special Ed-McKinley ES	Paraeducator 2 [overtime; bus supervision]	8/19/14-6/5/15
Sanchez, Cecilia Special Ed-Adams MS	Paraeducator 3 [additional hours; after-school seminar assistance]	3/3/15-3/5/15
Tapia, Giovanni Facility Use	Campus Security Officer [additional hours; Facility Use events]	1/1/15-6/30/15
Tapia, Giovanni Facility Use	Campus Security Officer [overtime; Facility Use events]	1/1/15-6/30/15
Williams, Breanna Special Ed-Malibu HS	Paraeducator 1 [additional hours; professional development]	2/6/15

CHANGE IN ASSIGNMENT

Bakhyt, Peter FNS-Malibu HS	Cafeteria Worker I -Transporter 5.5 Hrs/10 Mo From: 2.2 Hrs/10 Mo	<u>EFFECTIVE DATE</u> 3/2/15
Navarro, Nancy Muir ES	Senior Office Specialist 5 Hrs/10 Mo From: 4 Hrs/10 Mo	2/25/15

ABOLISHMENT OF POSITION

Cafeteria Worker I 3.3 Hrs/SY; FNS-Malibu HS	<u>EFFECTIVE DATE</u> 3/2/15
Paraeducator 3 6 Hrs/SY; Special Ed-Santa Monica HS	12/19/14

LEAVE OF ABSENCE (PAID)

Gonzalez, Xavier Operations	Custodian Medical	<u>EFFECTIVE DATE</u> 3/11/15-3/25/15
Mc Coy, Donna Educational Services	Community Liaison Medical	3/7/15-3/13/15
Mederos, Eden Special Education	Paraeducator 3 Medical	2/1/15-3/31/15

LEAVE OF ABSENCE (UNPAID)

Mc Coy, Donna Educational Services	Community Liaison Intermittent FMLA	<u>EFFECTIVE DATE</u> 2/26/15-6/30/15
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WORKING OUT OF CLASS

Jackson, Donte FNS-Santa Monica HS	Stock and Delivery Clerk From: Cafeteria Worker I	<u>EFFECTIVE DATE</u> 3/1/15-6/5/15
Laird, Monica FNS-Lincoln MS	Site Food Services Coordinator From: Cafeteria Worker I	10/1/14-6/5/15

LAYOFF/REDUCTION OF HOURS

GK6062398 Santa Monica HS	Senior Office Specialist 8 Hrs/11 Mo	<u>EFFECTIVE DATE</u> 6/17/15
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RT7933922
Santa Monica HS

Cafeteria Worker I
1.4 Hrs/SY

6/17/15

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

EFFECTIVE DATE

GC4722313
Special Education

Paraeducator 3

3/24/15/15

RESIGNATION

EFFECTIVE DATE

Bakhyt, Peter
FNS-Malibu HS

Cafeteria Worker I

3/1/15

McClendon, Latecia
Special Ed-Lincoln MS

Paraeducator 3

2/26/15

Zmuda, Rachel
Rogers ES

Paraeducator 1

3/11/15

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / MARK O. KELLY / BRANDON TIETZE

RE: CLASSIFIED PERSONNEL – NON-MERIT

RECOMMENDATION NO. A.19

It is recommended that the following be approved and/or ratified for Classified Personnel (Non-Merit). All personnel assigned will be properly elected on a temporary basis to be used as needed in accordance with District policies and salary schedules.

COACHING ASSISTANT

Ward, Nila

Santa Monica HS

2/12/15-6/30/15

TECHNICAL SPECIALIST – LEVEL I

Joy, Michael

Special Education

1/5/15-6/5/15

[Psychologist Intern]

- Funding: Special Education

Medi-Cal Billing Option

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/16/15

FROM: SANDRA LYON / MARK O. KELLY

RE: STUDENT TEACHING / INTERNSHIP AGREEMENT – ALLIAN
INTERNATIONAL UNIVERSITY

RECOMMENDATION NO. A.20

It is recommended that the Board of Education enter into a Student Teaching/Internship Agreement between Alliant International University and the Santa Monica-Malibu Unified School District.

INSTITUTION: Alliant International University
EFFECTIVE: July 1, 2015 – December 31, 2019
PAYMENT: There is no financial component to this agreement

COMMENT: The District participates with university teacher training institutions in providing classroom teaching situations under the supervision of a master teacher and in hiring supervised interns.

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

TO: BOARD OF EDUCATION
FROM: SANDRA LYON / MARK O. KELLY
RE: ADMINISTRATIVE APPOINTMENT

ACTION/CONSENT
04/16/15

RECOMMENDATION NO. A.21

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

CERTIFICATED APPOINTMENTS

Effective

Director, Human Resources

7/1/15

Principal, Grant Elementary School

7/1/15

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

DISCUSSION ITEMS

TO: BOARD OF EDUCATION

DISCUSSION

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / EVAN BARTELHEIM

RE: VISION FOR STUDENT SUCCESS (FUNDED BY SMMEF): PROGRAM
EVALUATION FOR 2014-15 AND PRIORITIZATION 2015-16

DISCUSSION ITEM NO. D.01

Recognizing staffing and professional development inequities across its sixteen schools, the Board of Education voted to change the Board Policy 3290 – Acceptance of Gifts in November 2011. Under the new language, school PTAs and Booster Clubs would continue to fund “stuff,” while the Santa Monica-Malibu Education Foundation (SMMEF) would raise money centrally for the District so it could fund staff and training. The Vision for Student Success (VSS) was developed and revised with considerable collaboration and consultation with staff, parents and other stakeholders.

The SMMEF-VSS, implemented during this school year (2014-15), funds elementary literacy coaches, trained instructional assistants, additional secondary staffing, professional development leaders and teams, visual arts programs in TK-5 classrooms and grants for enrichment and training. The partnership agreement between SMMEF and the District requires that these programs be evaluated annually to inform boards, staff and the Superintendent’s Advisory Committee (SAC) of the programs’ effectiveness on student learning. This agenda item will serve as the annual evaluation.

Also to be discussed during this item are options for next year, as discussed by SAC. The money needed to continue these programs at their current level is \$4 million for the 2015-16 school year. At this juncture, SMMEF has raised approximately half of the necessary funds. Last year, the board elected to use one-time funds totaling \$800,000 to keep programs in place for 2014-15.

TO: BOARD OF EDUCATION

DISCUSSION

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ

RE: PRESENTATION AND DISCUSSION REGARDING PROJECT LABOR AGREEMENTS (PLA)

DISCUSSION ITEM NO. D.02

On November 20, 2014, the Board of Education received information during Discussion Item D.01 from Mr. Ron Miller, Executive Secretary, LA/Orange Counties Building & Construction Trades Council in regards to entering into a Project Labor Agreement (PLA) with the Santa Monica-Malibu Unified School District. As he described, a PLA is a collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for workers on construction projects in the District. A study performed by Cornell University found that "PLAs and CWAs [Community Workforce Agreements] can constitute an effective overarching framework for enforcing laws and regulations that promote equal employment and career opportunities for residents of low income communities, women, minorities, and disadvantaged or at risk populations." They also found that many PLAs have incorporated various types of community workforce provisions. The most widely used provision involves the hiring of local area residents and apprentice programs. When Mr. Miller spoke to the Board, he emphasized many of these same provisions.

The Board gave staff direction to initiate discussions with the goal of establishing a PLA that would be effective and applicable to construction projects undertaken by the District. It is of particular interest as we begin our work and planning for projects within Measure ES. Since staff is not familiar with all provisions contained in a typical PLA and in an effort to ensure that our fiduciary responsibilities are met, staff contacted several legal firms with experience in this field. The law firm of Burke, Williams & Sorensen has been selected to provide this needed assistance. The Board will hear a presentation from Mr. Jack Lipton, partner in the firm, regarding the approach we will be taking as we move forward. This will be an opportunity for Board members to express their thoughts and receive answers to any questions they may have on this subject. Staff will be recommending that Mr. Lipton be engaged to assist staff with the negotiating process. Upon Board direction, a retainer agreement for his firm will be placed on the next agenda.

TO: BOARD OF EDUCATION

DISCUSSION

04/16/15

FROM SANDRA LYON / JANECE L. MAEZ

RE: BUDGET UPDATE

DISCUSSION ITEM NO. D.03

As the District receives information regarding the State budget, as it relates to the development of our budget, Staff will regularly update the Board. These updates will be scheduled at each regular meeting of the Board until the District budget is adopted in June. These updates may include: new statewide projections, proposed changes to the district budget, enrollment projections, staffing ratios, and other budget-related details.

TO: BOARD OF EDUCATION

DISCUSSION

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / IRENE GONZALEZ-CASTILLO

RE: RESPONSE TO INSTRUCTION AND INTERVENTION (RTI²) FOR ADVANCED LEARNERS (FORMERLY GATE) UPDATE

DISCUSSION ITEM NO. D.04

Implementation of the Common Core State Standards (CCSS) presents several opportunities for improving services to advanced learners by applying the classical elements of differentiation already embedded in the CCSS within the District's RTI² model. This year, staff have implemented an ELA universal screening tool to assist elementary teachers in identifying their students' strengths and areas for growth. As the District transitions to supporting our advanced learners through an RTI² model during the day rather than by enrichment through a pull-out or afterschool delivery, considerable communication and professional development is required. Staff is present tonight to update the Board on this topic.

TO: BOARD OF EDUCATION

DISCUSSION

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / EVAN BARTELHEIM /
RUTHY MANGLE

RE: INFORMATION ON CAASPP (SMARTER BALANCED) SUMMATIVE ONLINE
ASSESSMENT READINESS

DISCUSSION ITEM NO. D.05

Teachers, administrators and students throughout the district have been preparing since February to give the first official online Smarter Balanced summative assessment, part of the California Assessment of Student Performance and Progress (CAASPP). This year's test presents a challenge to districts across the state, requiring increased demands on technical infrastructure, as well as teacher and student training for the administration of the assessment.

This discussion item will provide board members with an overview of what district personnel have been doing to ensure our district's readiness, so that our students have the best possible performance on the assessment.

TO: BOARD OF EDUCATION

DISCUSSION

04/16/15

FROM: SANDRA LYON / TERRY DELORIA

RE: LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) UPDATE: PRIORITIES 7
AND 8

DISCUSSION ITEM NO. D.06

With the move to the Local Control Funding Formula (LCFF), school districts were required to develop a Local Control Accountability Plan (LCAP). Our District's LCAP was approved by the Board of Education in June 2014 and by the Los Angeles County Office of Education (LACOE) in August 2014. School districts must now engage stakeholders in the implementation, evaluation and revision of their plans. Staff will provide the board with an LCAP progress report at this meeting related to the highlighted state priorities below:

Priority 1: Basic Conditions (Williams')

Priority 2: Implementation of Standards

Priority 3: Parent Involvement

Priority 4: Pupil Achievement (API, a-g rate, etc.)

Priority 5: Pupil Engagement (attendance, 8th/12th grade drop-out rates)

Priority 6: School Climate (suspension/expulsion rates)

Priority 7: Course Access (AP, honors, etc.)

Priority 8: Pupil Outcomes (grades in coursework)

MAJOR ITEMS

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / PAT HO

RE: APPROVAL OF 2013-14 ANNUAL MEASURE "BB" AUDIT REPORT

RECOMMENDATION NO. A.22

It is recommended that the Board of Education accept the 2013-14 Annual Measure BB Audit Report and approve management discussion and analysis/the administrative responses to the "Findings" & "Recommendations" as contained in the Subject audit.

COMMENTS: In response to California Education Code mandate, the 2013-14 financial audit has been completed by the audit firm of Christy White Accountancy Corporation. The Board of Education has previously received copies of the audit report and an information copy is available for public review in the Office of the Superintendent.

A section of the audit report contains a series of "Findings" and "Recommendations" and "District Responses" for Board consideration.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / STUART SAM

RE: ANNUAL REPORT ON MEASURE BB EXPENDITURES FROM THE CITIZENS'
BOND OVERSIGHT COMMITTEE

RECOMMENDATION NO. A.23

As part of the requirements associated with the Measure BB Bonds, the District's Citizens' Bond Oversight Committee (BOC) will present to the Board their annual report on Measure BB expenditures. Mr. Charlie Yen, Chair, and other members of the committee will be present at the meeting to present the 2013-14 Report of the Citizens Bond Oversight Committee.

Committee members have spent time reviewing the district's official audit report on Measure BB, have worked collaboratively with district staff to gain understanding of the report. Mr. Yen is to be complemented for a new comprehensive format displaying the information.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ

7:00pm

RE: PUBLIC HEARING – MEASURE R PARCEL TAX 2015-16 ANNUAL PLAN

RECOMMENDATION NO. A.24

It is recommended that the Board of Education hold a public hearing on the matter of the Measure R parcel tax to allow for public input on whether the priority programs to be supported by Funding Measure revenues should be modified in the Proposed Annual Plan. The hearing is scheduled for April 16, 2015.

COMMENT: Proposed Annual Plan: Section 5.B., ACCOUNTABILITY, PLANNING, PUBLIC INFORMATION, AND COMPLIANCE REVIEW PROVISIONS-Annual Plan, requires that an expenditure plan shall be developed annually for the succeeding fiscal year that will recommend expenditures of the tax proceeds, consistent with the intent of the Funding Measure. It further states that “The Proposed Annual Plan shall be presented for Board action each fiscal year in conjunction with the District’s annual budget adoption process for the subsequent fiscal year. To facilitate public discussion, the Proposed Annual Plan shall be made available for public review ninety (90) calendar days prior to Board adoption of its annual budget.” The Plan is attached and has been available for public review on the District’s website and in the Office of the Superintendent since March 24, 2015.

Public Comment Process: Section 5.C. provides that “No fewer than 60 calendar days before the Board acts on the annual budget for the subsequent fiscal year, the Board shall hold a noticed public hearing on the Proposed Annual Plan in order to allow for public input on whether the priority programs to be supported by Fund Measure revenues should be modified. No fewer than 30 calendar days before the Board acts on the annual budget for the subsequent fiscal year, the Proposed Annual Plan and the findings from the public hearing shall be reviewed by the Independent Citizens Oversight Committee which shall forward its recommendations to the Board.” It also states that “Members of the public may comment on the plans, reports, and conditions of the Funding Measure during the public comment period of any meeting of the Independent Citizens Oversight Committee or any meeting of the Board.”

Open Hearing:

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Close Hearing:

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



*Office of Janece L. Maez, Associate Superintendent
Business and Fiscal Services
Chief Financial Officer*

TO: For Public Review
FROM: Janece L. Maez
RE: Proposed Annual Plan of Measure R Expenditures for 2015-16
DATE: March 24, 2015

In accordance with *The Santa Monica-Malibu Schools Quality Education Funding Renewal Measure* (Measure R) Section 5.B, Accountability, Planning, Public Information, and Compliance Review Provisions-Annual Plan, the District must develop a Proposed Annual Plan to recommend expenditures of the tax proceeds that are consistent with the intent of Measure R, which shall be made available for public review ninety (90) calendar days prior to Board adoption of its annual budget.

Below is the Proposed Annual Plan of Measure R Expenditures for the 2015-16 fiscal year:

**SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT
PARCEL TAX - MEASURE "R" BUDGET**

	2014-15 BUDGET		2015-16 PROPOSED	
	FTE	AMOUNT	FTE	AMOUNT
REVENUE:		\$11,269,493		\$11,176,021
EXPENDITURES:				
COST TO ADMINISTER		26,559		27,683
PHYSICAL EDUCATION	17.000	813,263	17.000	830,168
COMMUNITY SERVICES	1.000	63,765	1.000	64,747
TECHNOLOGY	19.000	1,860,828	19.000	2,327,799
ART AND MUSIC PROGRAMS	15.750	1,315,667	15.750	1,366,328
LIBRARY PROGRAM	17.875	1,277,817	17.875	1,341,675
SUBTOTAL EXPENDITURES FOR MEASURE "R"	70.625	5,357,899	70.625	5,658,400
BALANCE USED TO PRESERVE PROGRAMS AND REPLACE FUNDS LOST DUE TO INADEQUATE STATE FUNDING		5,911,594		5,217,621
TOTAL BUDGET MEASURE "R"		\$11,269,493		\$11,176,021

In accordance with Section 5.C-Public Comment Process, the Board shall hold a noticed public hearing on this plan no fewer than 60 calendar days before the annual budget is adopted for the subsequent fiscal year. Public notice will be published for the public hearing, to be held at the April 16, 2015 Board Meeting at the District's Administration Offices Board Room, 1651 16th Street, Santa Monica, CA 90404-3891. Section 5.C also states that no fewer than 30 days prior to the annual budget adoption, the Independent Citizens Oversight Committee will review the public hearing findings and make its recommendation to the Board.

JLM/kn

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / TERRY KAMIBAYASHI

RE: PUBLIC HEARING – RESOLUTION TO CONVEY AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF SANTA MONICA FOR THE LOS AMIGOS PARK STORMWATER HARVESTING AND DIRECT USE DEMONSTRATION PROJECT

RECOMMENDATION NO. A.25

It is recommended that the Board of Education (“Board”) hold a public hearing on the matter of the Santa Monica-Malibu Unified School District (“District”) dedicating a 50-year, nonexclusive easement in Los Amigos Park within the John Muir Elementary School campus and the Santa Monica Alternative School House to the City of Santa Monica (“City”) for the public utility purpose of constructing, maintaining, operating, repairing, replacing, and removing a subterranean storm water harvesting system for the City’s Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project. The public hearing is scheduled for Thursday, April 16, 2015.

COMMENT: Education Code section 17559 requires that prior to adopting a resolution to convey an easement in any school property for public utility purposes, the school district shall conduct a public hearing on the matter. If a formal protest is filed with the Board at the hearing by a petition protesting against the proposed conveyance that is signed by at least 10 percent of the qualified electors of the District, per Education Code section 17560, the Board must submit the question of whether the proposed conveyance should be made to the Superintendent of Schools of Los Angeles County (“County Superintendent”). If the County Superintendent approves the proposed conveyance, the Board can then approve the resolution to convey the proposed easement to the City.

OPEN PUBLIC HEARING

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

CLOSE PUBLIC HEARING

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ / TERRY KAMIBAYASHI

RE: ADOPT RESOLUTION 14-23 – RESOLUTION TO CONVEY AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF SANTA MONICA FOR THE LOS AMIGOS PARK STORMWATER HARVESTING AND DIRECT USE DEMONSTRATION PROJECT

RECOMMENDATION NO. A.26

It is recommended that the Board of Education (“Board”) adopt Resolution 14-23 to convey a 50-year easement in a portion of the John Muir Elementary School and the Santa Monica Alternative School House to the City of Santa Monica to construct, maintain, operate, repair, replace, and remove a subterranean storm water harvesting system (“Underground Utility”) for the Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project (“Project”).

COMMENT: The Santa Monica-Malibu Unified School District (“District”) would like to convey a 50-year, nonexclusive easement to the City of Santa Monica (“City”) for public utility purposes (“Easement”) on a portion of the John Muir Elementary School, located at 2526 6th Street, Santa Monica, California 90405 and the Santa Monica Alternative School House located at 2525 5th Street, Santa Monica, California 90405, known as Los Amigos Park (“Property”), which the District currently owns and operates. The Easement will allow the City access to construct, maintain, operate, repair, replace, and remove the Underground Utility, as described in Exhibit “A” of the Easement Agreement. The Project is undertaken by the City to demonstrate the effectiveness of harvesting urban runoff for beneficial uses. The District does not need the Easement area for classroom buildings or educational purposes.

Education Code section 17556 allows for the conveyance of the Easement by the District. Education Code section 17557 provides that the District may convey the Easement only if the District’s Board first adopts a resolution declaring its intention to convey the Easement in a regular open meeting by a two-thirds vote of all its members. On December 11, 2014, the District’s Board adopted Resolution No. 14-09, which satisfies Education Code section 17557.

Further, per Education Code section 17558, the District gave 10 days’ notice of a public hearing and consideration of adopting the attached Resolution and published the notice at the district office, Santa Monica City Hall, at John Muir Elementary School, and in the Santa Monica Daily Press. A public hearing is being held prior to this item. If no formal protests are made at the public hearing, the District may adopt the attached Resolution by a two-thirds vote of the District’s Board, and the proposed Easement Agreement can be executed by the Superintendent.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

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

RESOLUTION 14-23

**ADOPT RESOLUTION 14-23 – RESOLUTION TO CONVEY AN EASEMENT FOR
PUBLIC UTILITY PURPOSES TO THE CITY OF SANTA MONICA FOR THE LOS AMIGOS
PARK STORMWATER HARVESTING AND DIRECT USE DEMONSTRATION PROJECT**

WHEREAS, Santa Monica Unified School District (“District”) is the owner of Los Amigos Park, which is a portion of the John Muir Elementary School campus located at 2526 6th Street, Santa Monica, California 90405 and the Santa Monica Alternative School House located at 2525 5th Street, Santa Monica, California 90405 (“Property”);

WHEREAS, the City of Santa Monica (“City”) seeks the District’s conveyance of an easement on the Property, in the form of a 50-year, nonexclusive easement (“Easement”) to the City to construct, maintain, operate, repair, and replace a subterranean storm water harvesting system (“Underground Utility”) for the Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project (“Project”);

WHEREAS, the proposed Easement Agreement that includes the description and location of the Easement area and the Underground Utility is set forth in **Exhibits “A” and “B”** to the proposed Easement Agreement attached hereto and incorporated herein by this reference;

WHEREAS, the District desires to assist the City in preserving precious water resources by conveying the Easement to the City to construct, maintain, operate, repair, and replace the Underground Utility to treat up to 100,000 gallons of stormwater and dry-weather runoff annually to provide insight into the feasibility of reusing these wastewater resources for productive non-potable purposes, such as irrigation and restroom flushing;

WHEREAS, pursuant to Education Code section 17556 et seq., the District may convey an Easement in its Property to the City for public utility purposes, which include stormwater harvesting facilities upon such terms and conditions as the parties thereto may agree without complying with any other provisions of the Education Code;

WHEREAS, the District does not need the Easement area for classroom buildings; and;

WHEREAS, pursuant to Education Code section 17557, on December 11, 2014, by a vote of over two-thirds, the District’s Board of Education (“Board”) adopted Resolution No. 14-09 entitled, “Resolution of Intention to Convey an Easement for Public Utility Purposes to the City of Santa Monica for the Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project”;

WHEREAS, by April 6, 2015, the District gave public notice of a public hearing to be held on April 16, 2015 to receive public comment and consider whether the conveyance is in the best interests of the District;

WHEREAS, by April 6, 2015, the District published the notice at the district office, Santa Monica City Hall, at John Muir Elementary School, and in the Santa Monica Daily Press; and

WHEREAS, on April 16, 2015, the District will hold a public hearing on whether it should adopt this resolution to convey the Easement to the City.

NOW, THEREFORE, BE IT RESOLVED, that the District's Board hereby finds as follows:

1. There is no formal protest to the proposed conveyance of the Easement.
2. The conveyance is in the best interest of the District in that the limited Easement to the City will assist the City in saving precious water resources by facilitating the Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project's treatment of stormwater and dry-weather runoff, while still limiting the District's liability that arises out of or is connected with the construction, maintenance, operation, repair, or removal of the Underground Utility, and while the District will enjoy the continued use of the Easement surface area for educational activities.

BE IT FURTHER RESOLVED the District's Board hereby adopts this resolution to convey the Easement in accordance with the procedures of Title 1, Division 1, Part 10.5, Chapter 4, Article 15 of the Education Code and thereby authorizes and directs the District's Superintendent to execute an Easement Agreement conveying a 50-year, nonexclusive easement for public utility purposes to the City.

PASSED AND ADOPTED by the District at its regularly scheduled meeting held on this 16th day of April 2015.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Laurie Lieberman, President
Board of Education

I, Sandra Lyon, 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 regularly scheduled meeting held on April 16, 2015.

Sandra Lyon, Superintendent
Santa Monica-Malibu Unified School District

RECORDING REQUESTED BY
AND MAIL TO:

City of Santa Monica
1685 Main Street, Room 209
Santa Monica, CA 90401
Attn: City Manager

WITH A COPY TO:

Santa Monica-Malibu Unified School District
1651 Sixteenth Street
Santa Monica, CA 90404
Attn: Superintendent

This conveyance is to a public entity, R & T 11922.

SPACE ABOVE LINE FOR RECORDING USE

Recording fees exempt, G C 27383.

APN: 4287-006-900

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made on this 16th day of April 2015 (“Effective Date”), by and between the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, a California public school district (“Grantor”), and the CITY OF SANTA MONICA, a municipal corporation organized and existing pursuant to the laws of the State of California and its charter (“Grantee”). Grantor and Grantee are sometimes referred to singularly as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Grantor is the owner of a certain tracts of real property located at 2526 6th Street, Santa Monica, California and operates the John Muir Elementary School thereon and 2525 5th Street, Santa Monica, California and operates the Santa Monica Alternative School House thereon. Said real properties shall be referred to in this Agreement as the “Property”;

WHEREAS, Grantee seeks to construct, maintain, operate, repair, and replace a subterranean storm water harvesting system (“Underground Utility”) as further described in Exhibit "A";[No, this must remain to specifically describe what is being installed to verify that no later expansion occurs.]

WHEREAS, Grantor and Grantee seek to enter into this Agreement to set forth the terms for Grantee’s access to construct, place, maintain, operate, repair, reconstruct, replace, and remove the Underground Utility within an easement on a portion of the Property;

WHEREAS, pursuant to Education Code section 17556 et seq., Grantor may convey an easement in its Property to Grantee for public utility purposes, which include storm water harvesting facilities upon such terms and conditions as the Parties may agree without complying with any other provisions of the Education Code;

WHEREAS, Grantor does not need the Easement (defined below) area for classroom buildings;

WHEREAS, pursuant to Education Code section 17557, on April 16, 2015, by _____ vote, the Grantor's Board adopted Resolution No. 14-23 entitled, Resolution to Convey an Easement for Public Utility Purposes to the City of Santa Monica; and

WHEREAS, Grantor seeks to convey the Easement to Grantee, and Grantee agrees to accept the Easement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, other good and valuable consideration, the receipt and sufficiency of, which are hereby acknowledged, and in the furtherance of the Parties' understanding, Grantor and Grantee hereby agree as follows:

1. Conveyance of Easement.

Grantor hereby conveys to Grantee, and Grantee accepts, a non-exclusive "Easement" over the Easement area for access to and under the Easement area to construct, reconstruct, place, operate, maintain, inspect, repair, and replace, the Underground Utility, which Easement is described in the legal description and site map attached **Exhibit "B"** and is subject to the conditions set forth in this Agreement and any other existing easements of record. The Easement's purpose is for a subterranean public storm water utility. This Agreement shall run with the land and bind upon and inure to the benefit of the owners, their representatives, successors, and assigns. The Grantee shall, at its sole cost and expense, be responsible for the engineering, procurement, construction, placement, operation, maintenance, inspection, repair, replacement, reconstruction, and removal of the Underground Utility within the Easement area and restoration of surface of the Easement. This Easement shall not be expanded in any way, and expressly excludes any other utility purpose, including but not limited to power lines, pipelines that could create an unreasonable risk to the Property's occupants, telecommunication line/facilities, or data transmission line/facilities. Grantor retains the occupation and use of the surface area of the Easement subject to Grantee's rights of access.

2. Suitability of the Easement.

Grantee is solely responsible for determining the suitability of the Easement for the Underground Utility. Grantee accepts the Easement "AS IS" with no representation as to the condition of the Easement. Under no circumstances shall Grantor be liable for any conditions of

the Easement, whether unforeseen or known by Grantor. At its sole expense, Grantee shall relocate any utilities encountered in the Easement acceptable to the utility owner.

3. Term.

The Easement and this Agreement shall commence on the Effective Date hereof and shall continue until the earlier of (i) fifty (50) years from the Effective Date or (ii) until the effective lifespan of the Underground Utility (“Term”). Notwithstanding the expiration or termination of this Agreement, the indemnification provisions herein shall continue in full force and effect. Grantor and Grantee may by mutual agreement, in writing, extend this Agreement on a month-to-month basis thereafter on the same terms and conditions herein.

4. CEQA Clearance.

Grantee shall be responsible for and be the lead agency with respect to clearance of the Underground Utility under the California Environmental Quality Act (“CEQA”).

5. Construction of Initial Easement Improvements.

- a. At its sole cost and expense, Grantor shall design, procure, place, and construct (“Work”) the Underground Utility in accordance with plans and specifications provided by Grantee to Grantor and approved by the Division of the State Architect (“DSA”), if required.
- b. Grantee agrees that all of the Work pursuant to this Agreement shall be performed in full compliance with all applicable local, state and federal laws, ordinances, rules, regulations, and permits. Grantee shall provide Grantor with all necessary documents, studies, fees, labor, assistance, and other items necessary for Grantor to obtain coverage under the Construction General Permit, if required.
- c. Grantee’s hours of construction shall be in accordance with S.M.M.C. Section 4.12.110.
- d. Grantee’s contractor(s) and their subcontractor(s) shall make all efforts practicable to commence construction on the Property no earlier than spring 2016 and to complete construction no later than autumn 2016 (“Completion Date”). Grantee shall prepare and submit to Grantor a schedule of the Work before commencement of the Work. Every month during the Work, Grantee shall prepare and submit to Grantor an update of the schedule of the Work.
- e. Grantee shall pay Grantor liquidated damages in the amount of \$500 for each day of Work that extends beyond the Completion Date. Except, if the Work extending beyond the Completion Date is completed solely after school hours and Grantor has beneficial use of the Easement surface, no liquidated damages would be due.

- f. Grantee shall comply with the Traffic Control Plan, and modifications thereof, as approved by Grantee in its regulatory capacity, including the requirements for pedestrian traffic and vehicular traffic.
- g. Grantee shall perform the Work at such times as to minimize any disruption of the ongoing business at the Property and shall use its best efforts to minimize noise, fumes, dust, and other similar effects of the Work. However, it is understood that the Work entails some invasive work, which commonly generates some construction-related noise, fumes, and dust.
- h. Grantee shall remove and dispose of any and all hazardous substances and materials (including asbestos and petroleum of any type) disturbed or removed by Grantee during construction, placement, operation, maintenance, repair, replacement, and reconstruction, of the Underground Utility, subject to rights of recovery for said costs from other third parties under applicable law.
- i. Grantee shall operate in a manner that prevents the filing of any mechanics' liens, stop notices, or other liens for labor, services, supplies, equipment or material incurred by it, and Grantee will, at all times, promptly and fully pay and discharge and wholly protect, defend, and hold harmless Grantor in the event that any such liens are filed. If any such lien or stop notice against the Property or Easement is recorded and not discharged by Grantee as above required within thirty (30) days following recording, Grantor shall have the right to remove such lien or stop notice by bonding or payment and the cost thereof shall be paid immediately by Grantee to Grantor. Grantor and Grantee expressly agree and acknowledge that no interest of Grantor in the Easement or any improvement placed in, on, or under shall be subject to any lien or stop notice for improvements made by Grantee in or for the Easement, and Grantor shall not be liable for any lien or stop notice for any improvements made by Grantee, such liability being expressly prohibited by the terms of this Agreement.
- j. Upon completion of the Underground Utility, Grantee shall restore the surface of the Easement area to substantially the same condition existing before the construction of the Underground Utility.
- k. Grantee shall obtain closeout approval for the Underground Utility from DSA and provide Grantor with a copy of all closeout documentation.
- l. Grantee shall prepare and provide Grantor with two (2) copies of a survey and two (2) sets of as-built drawings of the installed Underground Utility. If Grantee alters the Underground Utility in any way, it shall update the surveys and as-built drawings and provide two (2) copies of each to Grantor within a reasonable time.

6. Future Easement Operations and Maintenance.

- a. Grantee shall, at its sole cost and expense, keep in good condition and repair the Underground Utility. Any maintenance, operation, inspection, repair, replacement, or reconstruction (“Repairs”) that requires disturbance of the Easement surface shall be performed only after not less than fourteen (14) calendar days’ notice to Grantor, except in case of emergency, and any such work shall be done so as to cause as little interference with the Grantor’s operation as is practicable. Without limitation to the foregoing, Grantee shall not perform such activities during drop-off and pick-up hours that school is in session, and the Easement surface shall be restored to its condition before Repairs have been made in an expeditious manner so that there is minimum disruption to Grantor.

7. Grantee’s Standards of Performance.

- a. Grantee shall perform and require its consultant(s), contractor(s), and their subcontractor(s) to perform the Work, operations, maintenance, repair, replacement, reconstruction or removal as required herein in accordance with this Agreement: (i) using recognized industry standards and professional skill, care, diligence, and judgment adhered to by firms recognized for their expertise, experience, and knowledge in performing the same type of services elsewhere; and (ii) acting with due care and in accordance with applicable law, code, rule, and regulation. Grantee shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, operations, maintenance, repair, replacement, reconstruction or removal, it being understood that Grantor completely relies upon such professional quality, accuracy, completeness, and coordination by Grantee in performing work upon the Easement or the Underground Utility.
- b. Grantee hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform all work in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.
- c. Grantee shall ensure that any individual performing work under this Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them. All of the foregoing shall be referred to herein as the “Standard of Care.”
- d. If any work performed on the Easement or Underground Utility is deficient because of Grantee’s or its consultant’s or contractor’s failure to perform in

accordance with the Standard of Care, Grantee shall give notice to Grantor of such deficiencies. Grantor thereafter may:

- i. Have Grantee re-perform such work at Grantee's own expense; or
 - ii. Have such work performed in accordance with this Agreement, by others and the costs thereof charged to and collected from Grantee.
- e. Corrected or re-performed work or Work shall be subject to the Standard of Care.

8. Safety.

Grantee shall at all times conduct its operations in such a manner as to avoid risk of bodily harm to persons or damage to property. Grantee shall promptly take all reasonable precautions to safeguard against such risks and shall make regular safety inspections of the Work and its operations. Grantee shall be solely responsible for the discovery, determination, and correction of any unsafe conditions caused by the Grantee's performance of the Work, construction, reconstruction, placement, maintenance, operation, inspection, repair, replacement, or removal of the Underground Utility. Grantor shall have no obligation or responsibility to inspect or ensure that Grantee's activities on the Easement are safe.

9. Wastes.

All wastes (including water, soil, or hazardous wastes) derived from or caused by the Work, Grantee's operation, maintenance, repair, reconstruction, replacement or removal of the Underground Utility, and any other Grantee activity on the Easement shall be managed and disposed of in accordance with applicable laws. To the extent that Grantee generates, transports, or disposes any hazardous or nonhazardous wastes or regulated materials connected with the Underground Utility, Grantee shall be the sole generator on all transportation and disposal documents, using an EPA ID Number (as appropriate) issued by the State of California directly to Grantee.

10. Duty to Inform Grantor.

If Grantee knows, or has reasonable cause to believe, that a hazardous substance or material has come to be located in, on, under, or about the Easement, Grantee shall immediately give notice of such fact to Grantor, and provide Grantor with a copy of any report, notice, claim or other documentation that Grantee has concerning the presence of such hazardous substance or material. Grantee and Grantor shall cooperate with each other for the pursuit of any claims against any potentially responsible third party.

11. Fingerprinting.

Grantee hereby certifies that its directors, officers, staff, employees, agents, contractors, subcontractors, consultants, suppliers, volunteers, and invitees will have only limited contact with

Grantor's pupils, and Grantee need not comply with the fingerprinting requirements of Education Code section 45125.1 or section 45125.2. If at any time Grantee's directors, officers, staff, employees, agents, contractors, subcontractors, consultants, suppliers, volunteers, or invitees may have more than limited contact with Grantor's pupils, Grantee shall comply with these provisions prior to those persons entering upon the Easement. In no event shall Grantee allow a convicted sex offender to perform any of the Work, operate, maintain, repair, reconstruct, replace, or remove the Underground Utility.

12. Insurance.

- a. Grantee represents that it is self-insured for the Work and work contemplated under this Agreement. However, Grantee shall provide Grantor evidence of the following insurance which shall be procured by Grantee's contractor ("Construction Contractor") prior to the commencement of any Work or Repairs and maintained for the duration of such portion of the Work or Repairs.
- b. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii. Insurance Services Office Form No. CA 0001, covering Automobile Liability, Code 1 (any auto).
 - iii. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- c. Minimum Limits of Insurance. Grantee (and its contractor(s) and their subcontractor(s)) shall maintain limits no less than:
 - i. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. .
 - ii. Professional Liability: (applicable only to Grantee and any contractor or subcontractor that provides architectural, engineering or design services) claims made form, \$2,000,000 for each incident, \$2,000,000 annual aggregate.
 - iii. Environmental Liability: claims made form, \$5,000,000 for each incident, \$5,000,000 annual aggregate.
 - iv. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - v. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

- d. **Additionally Insured and Acceptability of Insurance.** Grantor shall be named as an additional insured on the General Liability or Commercial Liability policy, with respect to the Underground Utility. Prior to commencement of the Work, Grantee shall provide Grantor with a Certificate of Insurance and, as applicable, an original endorsement naming Grantor, its governing board, officers, employees, agents, and volunteers as additional insureds on all required policies including: (i) a statement of the services and location for which the insurance coverage is for; (ii) a provision for thirty (30) calendar days' written notice to Grantor before cancellation, suspension, or reduction in coverage or limits; and (iii) a statement that the Grantor's self-insurance and insurance programs shall be non-contributory. All insurance policies shall: (i) have attached the appropriate mandatory endorsements signed by authorized insurance company's employees; (ii) be maintained with insurers authorized to transact business (i.e., admitted) in the State of California so as to provide access to the California Guaranty Association and have a "Best Guide" rating of A:VI or better; and (iii) shall contain a waiver of subrogation against the Grantor, by endorsement or otherwise.
- e. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention of the Construction Contractor must be declared to and approved by the Grantor prior to the commencement of the Work.
- f. **Specific Insurance Requirements.** The insurance policies of the Construction Contractor must: (i) be endorsed with waiver of subrogation endorsements waiving the carrier's right of subrogation with respect to the Construction Contractor and the Grantee; (ii) state that such insurance is primary and that any insurance maintained by Grantor is excess and non-contributory; (iii) not be cancelable, terminable or subject to material change without thirty (30) days' prior written notice to Grantor; and (iv) name Grantor as additional insured and certificate holder on the commercial general liability policy as their interests may appear. Certificates (an ACORD form reasonably satisfactory to Grantor) showing that all coverages required of Construction Contractor under this Agreement, will be delivered to Grantor before any enter onto the Easement. Extension or replacement certificates will be timely delivered (no less than ten (10) days prior to expiration of current certification), if applicable, to Grantor during the term of this Agreement.

13. Taxes.

Grantee shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and Social Security taxes payable in connection with this Agreement. Grantee agrees to release, indemnify, defend, and hold Grantor harmless from and against any worker's compensation or any tax liability which Grantor may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement.

14. Termination and Reverter.

This Easement shall automatically revert to Grantor should Grantee cease to use the Easement. Within 180 days of the Grantor's written notice and at its sole cost, Grantee shall commence the process for the returning the Easement Area to the general condition existing before the Underground Utility was installed in accordance with applicable law. Grantee shall immediately convey the Easement back to Grantor by quitclaim deed.

15. Permits.

Grantee, at no expense to Grantor, shall obtain from all agencies or authorities with jurisdiction, any and all required approvals, permits, inspections, or similar items that may be required for any and all activities the Grantee conducts on the Easement.

16. Audit.

Grantor shall have the right to review and audit Grantee's records pertaining to the Underground Utility at its sole cost and expense ("Audit Right") for the purposes of ensuring the Grantee's proper design, procurement, placement, construction, operation, maintenance, repair, replacement, and removal of the Underground Utility to the Grantor during the Term and for one (1) year thereafter. As a condition to Grantor's Audit Right, Grantor shall provide reasonable advance notice to Grantee, but in any event no fewer than five (5) business days, of its intent to exercise the Audit Right. The Audit Right shall only include the following: (i) reasonable right of access to Grantee's premises during the agency's normal business hours; and (ii) the right to review and audit, inspect and photocopy all records ("Records") in the possession of Grantee pertaining to the Underground Utility during the Term; provided, however, that Grantor does not remove any Records from the Grantee's premises and, if Grantor desires to make copies of any records, Grantee pays for the cost and expense of the copies.

17. General Indemnification.

To the maximum extent possible under law, Grantee agrees to defend (with counsel acceptable to Grantor), protect, indemnify, release, and forever hold harmless the Grantor and its agents, employees, officers, trustees, directors, members, and all those acting on behalf of the Grantor from and against any and all alternative dispute resolutions (including but not limited to arbitration and mediation), assessments, claims, counts, costs, damages, demands, expenses, fines, judgments, liabilities (legal, administrative, or otherwise), losses, notices, penalties, proceedings, suits (legal or in equity), violations, and/or attorneys' and consultants' fees arising out of, or in connection with the approval or CEQA compliance of the Underground Utility; Grantee's (including but not limited to its agents, contractors, consultants, employees, and all others acting on behalf of Grantee) design, procurement, placement, construction, operation, use, maintenance, repair, replacement, reconstruction, or removal of the Underground Utility; Grantee's occupation, use, or improvement of the Easement; provided however, this indemnification shall not apply to the Grantor's use of the Easement surface. The indemnification obligations set forth herein shall survive the expiration or termination of this Easement and Agreement.

18. Environmental Indemnification.

To the maximum extent possible under law, Grantee agrees to defend (with counsel acceptable to Grantor), protect, indemnify, release, and forever hold harmless the Grantor and its agents, employees, officers, trustees, directors, and all those acting on behalf of the Grantor from and against any and all alternative dispute resolutions (including but not limited to arbitration and mediation), assessments, claims, causes of action, counts, costs, damages, demands, expenses, fines, judgments, liabilities (legal, administrative, or otherwise), losses, notices, penalties, proceedings, suits (legal or in equity), violations, and/or attorneys' and consultants' fees arising out of, or the Grantee's discharge of a "Pollutant" that is regulated in any manner by federal, state, or local public law, statute, regulation, ordinance, permit, policy, or guideline; provided however, this indemnification shall not apply to the extent Grantor discharges a Pollutant to the Underground Utility.

19. Environmental Restoration.

Upon the expiration or termination of this Agreement, Grantee shall return the Easement Area to the general condition existing before the Underground Utility was installed in accordance with the standards for performance set forth in Section 7(a) and in accordance with applicable law.

20. Notices.

All notices and demands of any kind which either Party may be required or may desire to give on the other in connection with this Agreement may be notified by personal delivery, or registered or certified mail. Any such notice or demands given by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid, addressed to the Party to be given and delivered to the Party if not by personal delivery, as follows:

If to Grantee: City Manager
City of Santa Monica
1685 Main Street, Room 209
Santa Monica, CA 90401

With a copy to:

City Attorney
City of Santa Monica
Attn: Marsha Jones Moutrie
1685 Main Street, Room 310
Santa Monica, CA 90401

If to Grantor: Santa Monica-Malibu Unified School District
Superintendent
1651 16th Street
Santa Monica, California 90404

Service of any notice or demand made by mail shall be deemed complete on the date of actual delivery as shown by the addressee's certified or registered receipt or upon the expiration of the second day after the date of mailing, whichever is earlier in time. Any Party may, from time to time by notice in writing served upon the other party as aforesaid, designate a different mailing address or a different person to whom all notices and demands are thereafter to be addressed.

21. Independent Contractor.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor. Grantee understands and agrees that it and all of its agents, employees, contractors, subcontractors, and consultants shall not be considered officers, employees, agents, partner, or joint venture of the Grantor, and are not entitled to benefits of any kind or nature normally provided employees of the Grantor and/or to which Grantor's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Grantee shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Grantee's employees. In the performance of the activities herein contemplated, Grantee has the sole authority for controlling and directing the performance of the Work or activities contemplated herein, Grantee being interested only in the results obtained.

22. Attorneys' Fees.

In the event any action or proceeding is commenced or maintained by a Party who seeks to enforce, construe, or interpret the rights or obligations created under this Agreement, the prevailing Party shall be entitled to its reasonable costs and reasonable attorneys' fees incurred in connection with such action or proceeding.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Binding Effect.

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

25. No Waiver.

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

26. Force Majeure.

The term "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; strike; loss or shortage of transportation facilities; lock out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Underground Utility; flood; earthquake; tornado; severe storm; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid); and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure; which is beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. Neither Party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of all best efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure shall give prompt notice of such fact to the other Party. Notwithstanding a Force Majeure event, the Party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the Party claiming a Force Majeure event.

27. Headings.

Headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

28. Entire Agreement.

This writing is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof; all prior negotiations, considerations and representations between the Parties concerning the subject of this Agreement are hereby superseded by this Agreement. No course of prior dealings between the Parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance

rendered under this or any prior agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Agreement. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only by a writing signed by both Parties.

29. Severability.

If any provision of this Agreement becomes invalid, illegal, null, or void for any reason or is determined, held, or found to be invalid, illegal, null, unenforceable, void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect, provided that the purposes of this transaction is not affected in any manner materially adverse to any Party. In the event of any such determination, holding, or finding, the Parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible to the original intent and purposes hereof. To the extent permitted by law, the Parties hereby to the same extent waive any provisions of law that render any provision of this Agreement prohibited or unenforceable in any respect.

30. Assignment.

The obligations of Grantee pursuant to this Agreement shall not be assigned by Grantee.

31. No Rights in Third Parties.

This Agreement does not create any intended or expressed rights in, or inure to the benefit of, any third party.

32. Time is of the Essence.

Time is of the essence as to each provision of this Agreement.

33. Incorporation of Recitals and Exhibits.

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

34. Signature Authority.

Grantor and Grantee have the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents and warrants that he or she has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in Santa Monica, California upon such acknowledged date(s).

GRANTOR
SANTA MONICA-MALIBU UNIFIED
SCHOOL DISTRICT
a California public school district

By: _____
SANDRA LYON
Superintendent

GRANTEE
CITY OF SANTA MONICA
a municipal corporation

APPROVED AS TO FORM:

By: _____
MARSHA JONES MOUTRIE
City Attorney

By: _____
Mayor [Per Gov. Code § 40602(b), the

mayor shall sign all written contracts and conveyances made or entered into by the city.]

ATTEST:

By: _____
MARIA M. STEWART
City Clerk

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____ before me, _____
A Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____ before me, _____
A Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT “A”

Exhibit A – Project Description

The Los Amigos Park Stormwater Harvesting and Direct Use Demonstration Project (Project) is undertaken by the City of Santa Monica (City) to demonstrate the effectiveness of harvesting urban runoff for beneficial uses. The harvested urban runoff will replace indoor flushing and a portion of the irrigation demands, which were previously satisfied by potable water supplies. The direct capture of urban stormwater runoff will also aide in the restoration of Santa Monica Bay through the removal of potential pollutants.

The Project is expected to treat up to 100,000 gallons of stormwater and dry-weather runoff annually. The demonstration project will provide insight into the feasibility of using stormwater for non-potable purposes and will provide results on design, installation, and operation which will be relevant and transferable to other Southern California projects. Benefit-cost analysis and technical knowledge will be obtained to help decision makers in future water and water quality projects. Data on water quality will be generated through monitoring of the influent and effluent, which can be used to help water management professionals meet the water quality requirements and TMDLs of downstream water bodies. Results can also be used by public health, building, and safety officials to help implement codes that enhance the implementation of future projects. Upon completion, the Project will provide an innovative water resource which will break down barriers to local water resource development.

Los Amigos Park, a combined use public community park and athletic field for the Santa Monica-Malibu Unified School District (SMMUSD), is located in the south-western quadrant of the City. The northwest portion of the park, adjacent to Hollister Avenue, is planned to house the majority of the Project. A Los Angeles County Flood Control District (LACFCD) storm drain runs adjacent to the park alongside 5th Street. The storm drain receives runoff from a 50-acre densely urbanized watershed. Stormwater and dry-weather discharges will be diverted from the storm drain into a pre-treatment system before entering an underground cistern for storage. After passing through a filtration treatment, water will be delivered into the adjacent park restrooms for indoor flushing, as well as the park irrigation system.

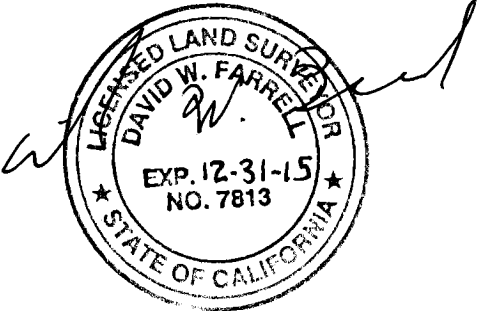
EXHIBIT "B"

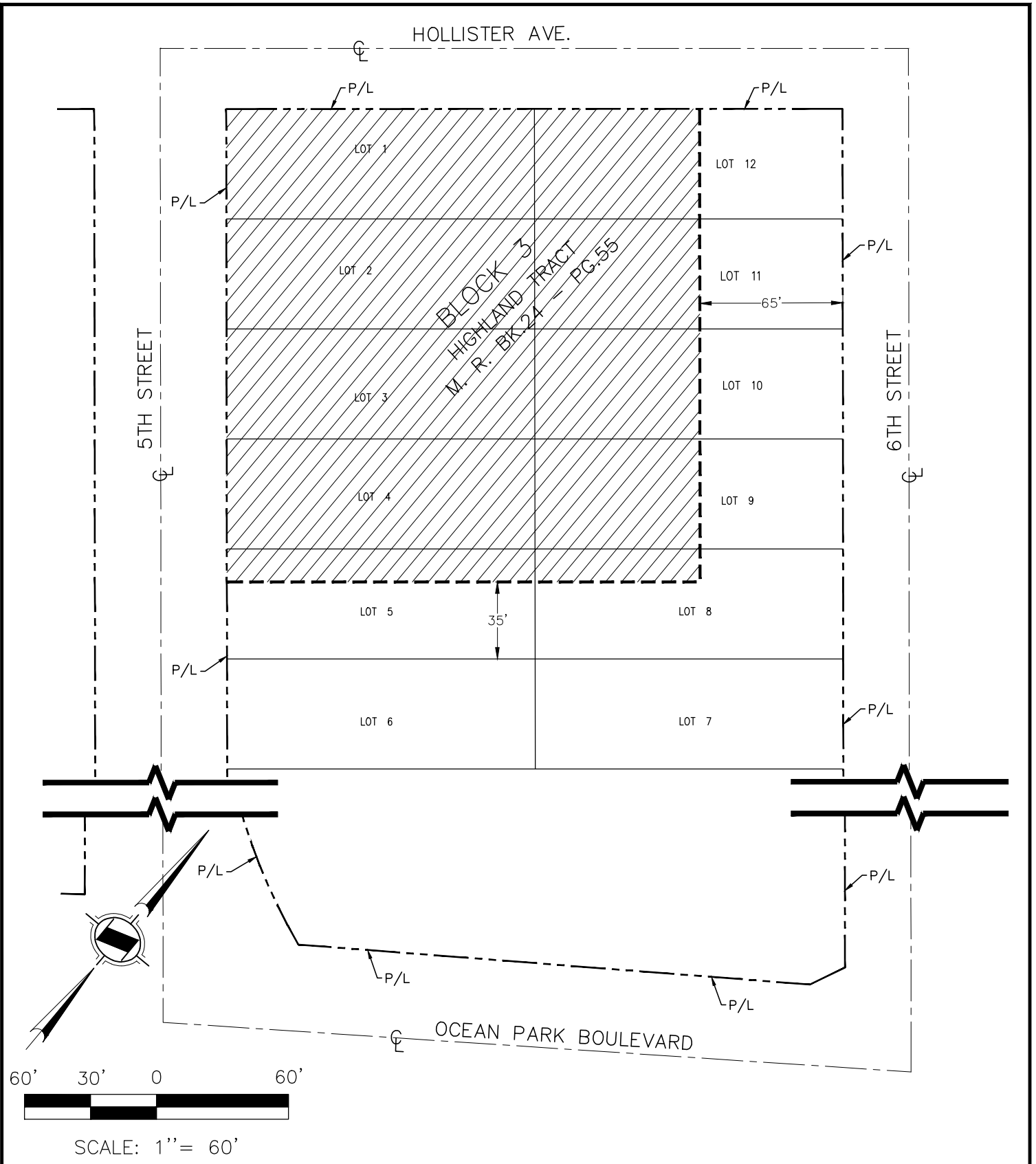
EASEMENT DESCRIPTION

See attached.

Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, & 12, Block 3, of the Highland Tract, as shown on map recorded in Book 24, page 55, of Miscellaneous Records, in the office of the Recorder, of the County of Los Angeles.

Excepting therefrom; the Southerly 35 feet of said Lot 5 and 8, and the Easterly 65 feet of said Lots, 8, 9, 10, 11, and 12.





DRAWN BY:	X.X.	DATE	XX-12
DESIGNED BY:	X.X.	DATE	XX-12
CHECKED BY:	X.X.	DATE	XX-12

PREPARED BY:

CWE

1561 E. ORANGETHORPE AVE.
 SUITE 240
 FULLERTON, CA 92831
 TEL (714) 526-7500
 www.cwecorp.com

CITY OF SANTA MONICA
PUBLIC WORKS DEPARTMENT

LOS AMIGOS PARK WATER HARVESTING
 AND DIRECT USE PROJECT
 EASEMENT AREA EXHIBIT

PROJECT NO.	14097
SHEET	1
OF	1

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / MARK O. KELLY

RE: PUBLIC HEARING – NEGOTIATION PROPOSALS FOR SMMUSD AND
SANTA MONICA-MALIBU CLASSROOM TEACHERS ASSOCIATION
(SMMCTA)

RECOMMENDATION NO. A.27

It is recommended that the Board of Education hold a public hearing regarding the negotiation proposals for the Santa Monica-Malibu Unified School District and the Santa Monica-Malibu Classroom Teachers Association (SMMCTA).

COMMENT: This item allows members of the public to comment on the Articles that have been opened by SMMUSD and SMMCTA for their continuing negotiations. SMMCTA gave public notice of its proposal at the February 19, 2015, Board Meeting and the District's proposal was posted electronically on March 27, 2015. Please refer to Information Item No. I.05 in this agenda for both sunshine proposals.

OPEN PUBLIC HEARING

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

CLOSE PUBLIC HEARING

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/16/15

FROM: SANDRA LYON / JANECE L. MAEZ

RE: ADOPT RESOLUTION NO. 14-24 – TAX AND REVENUE ANTICIPATION
NOTES (*TRANS*)

RECOMMENDATION NO. A.28

It is recommended that the Board of Education adopt Resolution No. 14-24 – Tax and Revenue Anticipation Notes for the fiscal year 2015-16. The Resolution sets a not-to-exceed amount of \$5 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 shortfalls. In the past, large reserve balances have allowed the District to operate without issuing *TRANS*. As the district expects to be deficit spending this year causing our fund balance to decline, a *TRANS* issue will bridge the cash deficiencies during the 2015-16 fiscal year.

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.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

RESOLUTION NUMBER 14-~~~~**

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2015-16; THE ISSUANCE AND SALE OF A 2015-16 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 of the District, as further described herein, for fiscal year ending June 30, 2016 (“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 (defined herein), 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 (the “County Board”) of the County, the county superintendent of which has jurisdiction over the District (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 County Board 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 the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts, and other moneys 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, such Unrestricted Revenues;

WHEREAS, pursuant to Section 53856 of the Act, any Unrestricted Revenues (as defined herein) 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, including the District (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 the 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 shall authorize 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 U.S. Bank National Association, or such other trustee bank as shall be named in the Purchase Agreement, as such term is defined herein (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of registered owners (collectively, the “Owners,” or individually, an “Owner”) of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein;

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 the Issuer's Reimbursement Obligations, if any (as defined herein);

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, 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 (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”), 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 “2015-16 Tax and Revenue Anticipation Note,” (the “Note”) with an appropriate series designation if more than one note is issued, 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 maximum interest rate per annum allowed by law, 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 lawfully available revenues, 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 Principal Office of the Trustee, initially in Seattle, Washington.

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 County Board 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 or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, 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 (defined herein) or other purchaser pursuant to the terms and provisions of 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 a 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 the maximum rate allowed by law, and that the District's *pro rata* share of underwriter's discount on the Note, 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. Except as provided in Section 19(B) hereof, 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. 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 by the Special Counsel identified in Section 21 hereof 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 and underwriter of the Note Participations (the "Underwriter") are 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 and Underwriter 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 Underwriter. 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 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 Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement 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.

For purposes hereof, "Reimbursement Obligations" shall mean, to the extent permitted by law, any obligations of the District to the Credit Provider under the Credit Instrument and/or Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

Section 6. No Joint Obligation; Owners' Rights. Except as provided in Section 19(B) hereof, 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 allocable proceeds shall constitute the District's Proceeds Subaccount.

As an alternative to depositing proceeds of the Note in a Proceeds Subaccount, the District may cause such proceeds to be directly deposited in the general fund thereof, or such other fund as shall be held by the Count on behalf of the District, or in a Permitted Investment.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are State apportionments which otherwise would be received between July 1, 2015 through June 30, 2016 but which, due to the deferral of such apportionments by the State, will not be received until after June 30, 2016 ("Deferred Revenues"). The Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and shall be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (so pledged, the "Pledged Revenues") received in the Repayment Months (as defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided.

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 "2015-16 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.

The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues 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) 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. 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. 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 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. 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 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, 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-Tax Collector of the County (or comparable officer) (the “Trusurer”), or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the County Board, or such other member of the County Board authorized to sign on behalf of such Chairperson pursuant to the procedures 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. In the event the County Board 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 such other Authorized Representative or the Secretary to 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 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 the Principal Office of the Trustee, 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 cause the issuance and delivery of 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) Reserved.

(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, the Underwriter 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 Underwriter, 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 Agreement, this Resolution, the Purchase Agreement 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 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 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 2015-16 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 lawfully available revenues, 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 “2015-16 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.

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

(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 School 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. (A) 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.

Except as described above, 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, a reduction of the principal amount thereof, an extension of the time of any payment thereon, a reduction of the rate of interest thereon, a change in the date or amounts of the pledge set forth in this Resolution or an amendment to this paragraph, 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.

(B) Notwithstanding any other provisions herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Agreement.

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.

(A) Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary to or Clerk of the Legislative Body to the Treasurer of the County in which the District is located, to 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.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued in conjunction with the note or notes of one or more other school districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other school districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

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 and Disclosure 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. Stifel Nicolaus & Company, Incorporated is hereby appointed as the Underwriter for the Program.

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 Authority, the Trustee, the Underwriter 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) 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, through the Trustee acting as dissemination agent (the “Dissemination Agent”) to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following (each, a “Listed Event”) in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) unscheduled draws on debt service reserves reflecting financing difficulties; (vii) unscheduled draws on the credit enhancement reflecting financial difficulties; (viii) substitution of credit or liquidity providers, or their failure to perform; and (ix) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District.

(C) 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 Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) optional, contingent or unscheduled bond calls; (iv) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (v) release, substitution or sale of property securing repayment of the Note, (vi) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (vii) appointment of a successor or additional Trustee or the change of name of such Trustee.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and 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 under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the

occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) 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.

(E) 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).

(F) 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)(1)(iii) of this section.

(G) 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.

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

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) 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 a Listed Event 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.

(I) 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 negligence. Absent such 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.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter 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: \$5,000,000

(c) Authorized Representatives:

TITLE

(1) Superintendent

(2) Assistant Superintendent, Business and Fiscal Services/CFO

(3) Director of Fiscal & Business Services

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

PASSED AND ADOPTED by the District this 16th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President, Governing Board

Attest:

Secretary, Governing Board

EXHIBIT A

FORM OF NOTE

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
2015-16 TAX AND REVENUE ANTICIPATION NOTE, SERIES __

<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) ^{*/}

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 U.S. Bank National Association in Seattle, Washington, 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, 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

^{*/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

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 or held by the District for the general fund thereof, and which are available for payment of the Note. 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 in the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) 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. 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 appointed Authorized Representative of the District and countersigned by the manual or facsimile signature of a duly appointed Authorized Representative as of the date of authentication set forth below.

SANTA MONICA-MALIBU UNIFIED SCHOOL
DISTRICT

By: _____ [no signature/form only]

Countersigned

By: _____ [no signature/form only]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
[no signature/form only]
AUTHORIZED OFFICER

[STATEMENT OF INSURANCE]^{*/}

^{*/} To be used only if Credit Instrument is a policy of municipal bond insurance.

INFORMATION ITEMS

TO: BOARD OF EDUCATION

INFORMATION

04/16/15

FROM: SANDRA LYON / TERRY DELORIA / ELLEN EDEBURN

RE: SUPPLEMENTAL TEXTBOOKS

INFORMATION ITEM NO. I.01

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

COMMENT: In accordance with the Board of Education policy, the supplemental textbooks listed below will be on public display for the next two weeks in the Educational Services Department at 1630 – 17th Street, Santa Monica, CA 90404

The Apothecary, by Maile Meloy, for summer reading 2015 for all 6th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

The False Prince, by Jennifer Nielsen, for summer reading 2015 for all 6th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

One Crazy Summer, by Rita Williams-Garcia, for summer reading 2015 for all 6th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Rightfully Ours: How Women Won The Vote, by Kerrie Logan-Holihan, for summer reading 2015 for all 6th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Counting by 7s, by Holly Goldberg Sloan, for summer reading 2015 for all 7th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Boxers, by Gene Luen Yang, for summer reading 2015 for all 7th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Ship Breaker, by Paolo Bacigalupi, for summer reading 2015 for all 7th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Charles and Emma: The Darwins' Leap of Faith, by Deborah Heiligman, for summer reading 2015 for all 7th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

A Northern Light, by Jennifer Donnelly, for summer reading 2015 for all 7th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Outcasts United: The Story of Refugee Soccer Team That Changed a Town, by Warren St. John, for summer reading 2015 for all 8th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

The Eye of the Minds, by James Dashner, for summer reading 2015 for all 8th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Ask Me No Questions, by Marina Budhos, for summer reading 2015 for all 8th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

The Islands At The End of the World, by Austin Aslan, for summer reading 2015 for all 8th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

Daughter of Smoke and Bone, by Laini Taylor, for summer reading 2015 for all 8th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

They Called Themselves the K.K.K.: The Birth of an American Terrorist Group, by Susan Campbell Bartoletti, for summer reading 2015 for all 8th grade students in all middle school sites (Lincoln, John Adams, SMASH, and Malibu). Adoption requested by Amy Di Dario, Lincoln Middle School Librarian.

TO: BOARD OF EDUCATION

INFORMATION

04/16/15

FROM: SANDRA LYON / MARK O. KELLY

RE: QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS

INFORMATION ITEM NO. I.02

Attached is a copy of the Quarterly Report on Williams Uniform Complaints. It is required that the information be reported publicly at a Board Meeting.



Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints

District Name: Santa Monica-Malibu Unified

Date: December 31, 2014

Person Completing this Form: Mark O. Kelly

Title: Asst. Superintendent

Quarter covered by this report (check one below):

- 1st QTR July 1 to September 30 Due 15-Oct
 2nd QTR October 1 to December 31 Due 15-Jan
 3rd QTR January 1 to March 31 Due 15-Apr
 4th QTR April 1 to June 30 Due 15-Jul

Date for information to be reported publicly at governing board meeting: 4/16/15

Please check the box that applies:

No complaints were filed with any school in the district during the quarter indicated above.

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
TOTAL	0	0	0

Print name of District Superintendent: Sandra Lyon

Signature of District Superintendent:  Date: April 1, 2015

Return the Quarterly Summary to:
 Williams Legislation Implementation Project
 Los Angeles County Office of Education
 c/o Kirir Chauhan, Williams Settlement Legislation
 9300 Imperial Highway, ASM/Williams ECW 284
 Downey, CA 90242

Telephone: (562) 803-8227
 Fax: (562) 803-8325
 E-Mail: Chauhan_Kirit@lacoed.edu

TO: BOARD OF EDUCATION

INFORMATION

04/16/15

FROM: SANDRA LYON / MARK KELLY / TARA BROWN

RE: QUARTERLY REPORT ON DISABILITY HARASSMENT REPORTING

INFORMATION ITEM NO. I.03

To comply with BP 5145.10 Disability Harassment this item is to come before the Board as an information item each quarter. This report includes reports from January 1, 2015 to March 31, 2015 (3rd Quarter).

Quarter covered by this report:

- 1st Quarter July 1 to September 30 (Reporting in October)
- 2nd Quarter October 1 to December 31 (Reporting in January)
- 3rd Quarter January 1 to March 31 (Reporting in April)
- 4th Quarter April 1 to June 30 (Reporting in July)

Reports:

- No reports were filed during the quarter indicated.
- Reports were filed at the schools or district offices listed in the report.

Site	Number of Reports	Determined to be Harassment	Resolution
	0		

TO: BOARD OF EDUCATION

INFORMATION

01/15/15

FROM: SANDRA LYON / MARK KELLY / TARA BROWN

RE: QUARTERLY REPORT ON HATE-MOTIVATED BEHAVIOR

INFORMATION ITEM NO. I.04

To comply with BP 5145.9 Hate-Motivated Behavior this item is to come before the Board as an information item each quarter. This report includes reports from January 1, 2015 – March 31, 2015 (3rd Quarter).

Quarter covered by this report:

- 1st Quarter July 1 to September 30 (Reporting in October)
- 2nd Quarter October 1 to December 31 (Reporting in January)
- 3rd Quarter January 1 to March 31 (Reporting in April)
- 4th Quarter April 1 to June 30 (Reporting in July)

Reports:

- No reports were filed during the quarter indicated.
- Reports were filed at the schools or district offices listed in the report.

Site	Number of Reports	Determined to be Hate-Motivated Behavior	Resolution
	0		

TO: BOARD OF EDUCATION

INFORMATION

04/16/15

FROM: SANDRA LYON / MARK O. KELLY

RE: SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (SMMUSD)
SUNSHINE PROPOSAL TO OPEN NEGOTIATIONS WITH THE SANTA
MONICA-MALIBU CLASSROOM TEACHERS ASSOCIATION (SMMCTA) FOR
THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

INFORMATION ITEM NO. I.05

This is to inform the Board of Education that the District intends to open negotiations with the Santa Monica-Malibu Classroom Teachers Association (SMMCTA) regarding the bargaining of a new successor agreement.

The Rodda Act requires parties negotiating a collective bargaining agreement to give public notice of their proposals at a public meeting. By “sunshining” proposals in this fashion, SMMUSD is announcing their intent to negotiate.

The District proposal is attached. SMMCTA gave public notice of its proposal at the February 19, 2015, Board of Education Meeting; that proposal is also attached. The public is invited to comment on SMMCTA and the district’s proposals at a public hearing.

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

**FOR NEGOTIATIONS WITH THE
SANTA MONICA-MALIBU CLASSROOM TEACHERS' ASSOCIATION**

The Santa Monica-Malibu Unified School District Board of Education hereby submits its negotiations proposal, pursuant to Government Code Section 3547. Specific modifications to contract language will be developed during negotiations proceedings utilizing an interest-based model. The District reserves the right to add to, or subtract from, this initial proposal. The articles to be opened by the District are:

Article V Grievances

Revise and finalize grievance form to reflect collective bargaining agreement language.

Article VI Assigned Days and Hours of Work

Identify and revise specific sections to ensure staff are available to meet the needs of all students and fulfill their professional obligations and duties.

Align instructional minutes across the district and across levels: elementary, middle and high.

Consider the distribution of instructional programs and their associated instructional minutes.

Article VII Summer School

Establish a fair and appropriate summer school pay schedule.

Article VIII Class Size

Review, and modify as necessary, article including procedures for addressing when class size exceed numerical guidelines.

Article IX Leaves of Absence

Clarify uses of Personal Necessity days per Education Code and preserve the integrity of these days.

Article XIV Student Behavior and Discipline

Revise sections to ensure language reflects changes to the Education Code regarding student discipline, including suspension and expulsion.

Article XXII Substitute Teachers

Review and revise article to address interests of substitute teachers and management.

Clarify evaluation procedures.

Article XXIII Salary

Consider fair and sustainable total compensation adjustments to address economic challenges and future obligations faced by District.

Article XXIV Additional Compensation

Identify key interests and review how current contract language addresses them.

Article XXV Health & Welfare Benefits

Examine the District's current health care model. Determine means to provide a high-quality program at sustainable costs.

**SANTA MONICA-MALIBU CLASSROOM TEACHERS' ASSOCIATION
PROPOSAL**

FOR NEGOTIATIONS WITH THE

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

This proposal is submitted for purposes of informing the public pursuant to Government Code Section 3547. The Santa Monica Malibu Classroom Teachers Association/CTA requests that the Santa Monica Malibu Unified School District Board of Education present this proposal at the regularly scheduled School Board meeting on February 19, 2015.

The Collective Bargaining Agreement is subject to negotiations at this time. The union proposes to negotiate the following Articles and related Appendices:

- Article VI Assigned Days And Hours Of Work
- Article VIII Class Size
- Article IX Leaves Of Absence
- Article XIV Student Behavior And Discipline
- Article XV Safety and Working Conditions
- Article XXII Substitute Teachers
- Article XXIII Salary
- Article XXIV Additional Compensation
- Article XXV Health And Welfare Benefits
- Article XXVI Retirement Incentive
- Article XXXI Academic Freedom
- Article XXXIII Shared Space
- Article XXXVI Term Of Agreement

The union reserves the right to bring any other issues at a later time.