



**BOARD OF EDUCATION MEETING  
AGENDA – MEETING FORMAT “B”**

**February 16, 2017**

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education will be held on **Thursday, February 16, 2017**, in the **District Administrative Offices**: 1651 16<sup>th</sup> 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.**

**Meeting Format “B”:** The first board meeting in a month will follow Format A, the second meeting in a month will follow Format B, and in a month in which there is only one meeting, the Hybrid Format will be followed. The order of items in a Format B meeting are: 1) closed session, 2) consent calendar, 3) study session, 4) discussion items, 5) major items (as needed), and 6) general public comments.

**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 General Public Comments section by submitting the “Request to Address” card prior to the beginning of general public comments. 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 §54956.8 (10)  
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  - Property: 1707 4<sup>th</sup> Street, Santa Monica, CA
  - Agency Negotiator: Dr. Ben Drati
  - Negotiating Parties: Santa Monica-Malibu Unified School District (SMMUSD), PCA I, L.P.
  - Under Negotiation: Price and terms of payment

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the board meeting room, to access written documents being discussed at the board meeting, or to otherwise participate at board meetings, please contact the superintendent’s office at 310.450.8338 for assistance. Notification at least 48 hours before the meeting will enable the district to make reasonable arrangements to ensure accessibility to the board meeting and to provide required accommodations, auxiliary aids or services.

- Government Code §54957.6 (15)  
CONFERENCE WITH LABOR NEGOTIATORS
  - Agency designated representative: Dr. Ben Drati
  - Employee Organizations: SEIU
- Government Code §54956.9(d)(2) (30)  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION
  - DN-1009-16/17 (Special Education)
  - DN-1010-16/17 (Special Education)
  - DN-1011-16/17 (Special Education)
  - 1 case
- Government Code §54957 (5)  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

**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 February 2, 2017..... 1

**VI. BOARD OF EDUCATION – COMMENDATIONS/RECOGNITIONS** (15 minutes)

- Celebration of Black History Month (15)

**VII. 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..... 2
- A.03 Overnight Field Trip(s) 2016-17 ..... 3
- A.04 Conference and Travel Approval / Ratification ..... 4-6
- A.05 Child Development Services – SMMUSD Head Start Program  
Memorandum of Understanding ..... 7-7b
- A.06 Approve Comprehensive School Safety Plans 2016-17 for All  
District Schools ..... 8
- A.07 Approval of the Single Plans for Student Achievement (SPSAs) ..... 9
- A.08 Approval of Special Education Contracts – 2016-2017 ..... 10-12

**Business and Fiscal**

- A.09 Award of Purchase Orders – 2016-2017 ..... 13-13d
- A.10 Acceptance of Gifts – 2015/2016 ..... 14-15

**Facilities Improvement Projects**

- A.11 Award of Contract – Interior Roller Shade Installation – Malibu  
Middle & High School – Roller Shade Districtwide Project –  
Bid #16.09R – Heritage Window Coverings, Inc. – Measure ES..... 16

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A.12	Amendment to Agreement – Architectural Services – Malibu Middle and High School – Campus Improvements Project – HMC Architects – Measure BB.....	17-18
A.13	Change Order #01 – Olympic High School – Modernization Project – Simplex Grinnell – Measure BB.....	19
A.14	Amendment to Agreement – Architectural Services – Will Rogers Learning Community – Windows, Paint, Floors & Doors Project – HMC Architects – Measure ES.....	20
A.15	Amendment to Agreement – Architectural Services – Santa Monica High School – Sealy Field Improvements Project – Chan Young Architects – Measure ES.....	21
A.16	Accept Work as Completed – Multiple Purchase Orders – Various Projects – Measure BB & ES.....	22

**Personnel**

A.17	Certificated Personnel – Elections, Separations.....	23-26
A.18	Classified Personnel – Merit .....	27-30
A.19	Classified Personnel – Non-Merit.....	31
A.20	Revised Job Description – Director of Early Learning .....	32-35

**IX. STUDY SESSION (50 min)**

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

S.01	Local Control Accountability Plan (LCAP): 2017-2020: Design and Process (50).....	36-37m
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**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.*

**X. DISCUSSION ITEMS (65 mins)**

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	Project Labor Agreement (PLA) between the Los Angeles/ Orange Counties Building and Construction Trades Council and Santa Monica-Malibu Unified School District (45).....	38-38az
D.02	Santa Monica-Malibu Education Foundation (SMMEF) Quarterly Report to the Board of Education (20).....	39-39f

**XIII. MAJOR ACTION ITEMS (35 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.21	Award of Agreement – Architectural Design Services – Santa Monica High School – Phase I and Phase II Campus Plan Project – Measure ES (20).....	40-41
A.22	2016-17 Budget Revisions (10).....	42-50
A.23	CSBA Delegate Assembly Election (5) .....	51-51a

7:00 pm

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**XI. INFORMATIONAL ITEMS** (0 minutes)

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

**XII. GENERAL 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.

**XIII. BOARD MEMBER ITEMS**

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

**XIV. 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.

**XV. 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."

**XVI. 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.

**XVII. CONTINUATION OF 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.

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**Board of Education Meeting AGENDA: February 16, 2017**

**XVIII. ADJOURNMENT**

This meeting will adjourn to a regular meeting scheduled for **5:30 p.m. on Thursday, March 2, 2017**, at the district office: 1651 16<sup>th</sup> Street, Santa Monica, 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.*

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**Board of Education Meeting AGENDA: February 16, 2017**

**SMMUSD Board of Education Meeting Schedule 2016-17**  
**Closed Session begins at 4:30pm      Public Meetings begin at 5:30pm**

Meeting Date	Meeting Location	Meeting Format			Additional Notes
		"A" Format	"B" Format	Hybrid of "A" & "B"	
7/20/16 (W)	DO			X	
8/10/16 (W)	DO			X	
8/24/16 (W)	DO				Special Meeting: Retreat
9/1/16 (Th)	DO	X			
9/20/16 (T)	SMC				Special Mtg: Joint Mtg w/ SMC
9/22/16 (Th)	DO		X		
10/4/16 (T)	DO				Special Closed Session
10/6/16 (Th)	M	X			
10/15-16 (S-S)	DO				Special Closed Session
10/20/16 (Th)	DO		X		
10/27/16 (Th)	SBUSD			X	Special Meeting
11/3/16 (Th)	M	X			
11/17/16 (Th)	DO		X		
11/28/16 (M)	DO				Special Meeting
12/13/16 (T)	DO				Special Meeting: Retreat
12/15/16 (Th)	DO			X	
1/12/17 (Th)	DO				Special Meeting: Retreat
1/19/17 (Th)	DO			X	
1/24/17 (T)	DO				Special Meeting: Budget Wrkshp
2/2/17 (Th)	M	X			
2/16/17 (Th)	DO		X		
3/2/17 (Th)	DO	X			
3/7/17 (T)	DO				Special Meeting
3/16/17 (Th)	M		X		
3/23/17 (Th)	DO				Special Meeting: Budget Wrkshp
3/30/17 (Th)	DO				Special Meeting: Retreat
4/20/17 (Th)	DO			X	
5/4/17 (Th)	M	X			
5/18/17 (Th)	DO		X		
6/1/17 (Th)	DO	X			
6/13/17 (T)	DO				Special Meeting: Retreat
6/22/17 (Th)	DO				Special Meeting: Public Hearings
6/29/17 (Th)	DO		X		

District Office (DO): 1651 16<sup>th</sup> Street, Santa Monica  
 Malibu City Council Chambers (M): 23815 Stuart Ranch Road, Malibu

**Meeting Format Structures:**

Meeting "A"	Meeting "B"	Hybrid of "A" and "B"
1. Closed Session 2. Commendations/Recognitions 3. Study Session 4. Communications 5. Executive Staff Reports 6. Consent Calendar 7. General Public Comments <i>(max. 30 minutes)</i> 8. Discussion Items (as needed) 9. Major Items 10. Continuation of General Public Comments (if needed)	1. Closed Session 2. Consent Calendar 3. Study Session 4. Discussion Items 5. Major Items (as needed) 6. General Public Comments	1. Closed Session 2. Commendations/Recognitions 3. Study Session 4. Communications 5. Executive Staff Reports 6. Consent Calendar 7. General Public Comments <i>(max. 30 minutes)</i> 8. Discussion Items 9. Major Items 10. Continuation of General Public Comments (if needed)

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**Board of Education Meeting AGENDA: February 16, 2017**

TO: BOARD OF EDUCATION  
FROM: BEN DRATI  
RE: APPROVAL OF MINUTES

ACTION  
02/16/17

RECOMMENDATION NO. A.01

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

February 2, 2017

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

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## **CONSENT ITEMS**



TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / TERRY DELORIA / JANECE L. MAEZ / CAREY UPTON /  
STEVE MASSETI

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 2016-17 budget.

<b>Contractor/ Contract Dates</b>	<b>Description</b>	<b>Site</b>	<b>Funding (Measure BB)</b>
Rick Engineering Company  Total Contract Not to Exceed: \$7,400	Storm Water Pollution Prevention Plan (SWPPP) Services	Measure BB/ Capital Improvements	83-90500-0-00000- 85000-5802-015-2600

<b>Contractor/ Contract Dates</b>	<b>Description</b>	<b>Site</b>	<b>Funding</b>
Santa Monica College District – SMC Dance Department  01/01/16 - 05/30/17  Not to Exceed: \$25,000	Provide ballroom dance instructions to all 5 <sup>th</sup> grade students at all elementary schools in the district.	Educational Services	01-91251-0-17000- 10000-5802-030-1300 (LA County Arts Commission)  01-00020-0-11100- 10000-5802-030-1300 (SMMEF-funded)

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

TO: BOARD OF EDUCATION  
 FROM: BEN DRATI / TERRY DELORIA  
 RE: OVERNIGHT FIELD TRIP(S) 2016-2017

ACTION/CONSENT  
 02/16/17

RECOMMENDATION NO. A.03

It is recommended that the Board of Education approve the special field trip(s) listed below for students for the 2016-2017 school year. No child will be denied due to financial hardship.

<b>School Grade # students</b>	<b>Destination Dates of Trip</b>	<b>Principal/ Teacher</b>	<b>Cost/ Funding Source</b>	<b>Subject</b>	<b>Purpose Of Field Trip</b>
Malibu High 6 <sup>th</sup> -12 <sup>th</sup> grade 230 students	Disneyland 4/21/17 - 4/22/17	M.Zander/ K.Sorensen/ B.Kostors/ M.Nye	\$250 per student/ Parent donations and fundraising	Instrumental Music, Choral Music, and Band	Music in the Park Orchestra Competition at Disneyland
Santa Monica High 9 <sup>th</sup> -12 <sup>th</sup> grade 20 students	Francis Parker School San Diego, CA 4/10/17 – 4/13/17	A.Shelton/ A.Klein	\$500 per student/parent donations and fundraising	Athletics	Varsity baseball team to participate in a tournament

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / 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	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
<u>BRESSLER, Rachel</u> Grant/Rogers/Edison 01-00000-0-11100-31400-5220-041-2400 General Fund- Function: Health Services	LACSNA Rethinking Gender and how to Support Students Glendale, CA January 25, 2017	\$75
<u>CALDERA, Clare</u> District Office 01-00000-0-00000-74000-5220-027-2270 General Fund- Function: Personnel/Human Resources	Field Test of 3-Alternative Multi-Choice Format Los Angeles, CA February 22, 2017	\$50
<u>CHAVEZ, Dennis</u> Maintenance 01-81500-0-00000-81100-5220-061-2602 General Fund- Resource: Ongoing & Major Maint.	Hazardous Waste Compliance Training Garden Grove, CA February 28 – March 2, 2017	\$1,020
<u>MAEZ, Jan</u> District Office 01-00000-0-00000-73000-5220-050-1500 General Fund- Function: Business Services	CASH Conference Sacramento, CA February 20 – 21, 2017	\$625
<u>MIYOSHI, Yosuke</u> Various Elementary Sites No Cost to District	California All State Music Ed Conference San Jose, CA February 16 – 19, 2017	\$0 <b>+1 SUB</b>
<u>PARRA, Edith</u> Adult Education Center 11-63910-0-41100-10000-5220-035-1300 Adult Education Fund- Resource: Adult Ed/Block Grant	Managing the ESL Multilevel Class Escondido, CA January 28 and February 25, 2017	\$1,500
<u>PARRA, Edith</u> Adult Education Center 11-63910-0-41100-10000-5220-035-1300 Adult Education Fund- Resource: Adult Ed/Block Grant.	CAEAA Annual State Conference Long Beach, CA February 2 – 3, 2017	\$1,000

<u>PINSKER, Gail</u> District Office 01-00000-0-00000-71800-5220-020-1200 General Fund- Function: Public Information	2017 CALSPRA Annual Seminar & Awards Sacramento, CA March 2 – 4, 2017	\$1,000
<u>WEBB, Suzanne</u> Human Resources 01-00000-0-00000-74000-5220-025-1250 General Fund- Function: Personnel/Human Resources	Cal Lutheran Career and Intern Expo Thousand Oaks, CA March 7, 2017	\$200

<b>Adjustments</b> <i>(Preapproved expenses 10% in excess of approved costs that must be approved by Board/Changes in Personnel Attendance)</i>		
NONE		

<b>Group Conference and Travel: In-State</b> <i>* a complete list of conference participants is on file in the Department of Fiscal Services</i>		
<u>BROWN, Roosevelt</u> <u>HERRERA, Cesar</u> Maintenance 01-81500-0-00000-81100-5220-061-2602 General Fund- Resource: Ongoing & Major Maint.	IML Security Expo Burbank, CA March 8 – 10, 2017	\$230
<u>HAFFT, Ianna</u> <u>MEADORS, Amy</u> Santa Monica High 01-00010-0-11100-10000-5220-015-4150 General Fund- Resource: Formula	NSTA National Conference on Science Education Los Angeles, CA March 31, 2017	\$400 <b>+2 SUBS</b>
<u>KAZEE, Pam</u> <u>+2 Additional Staff</u> Special Ed No Cost to District	CDE Alternate Dispute Resolution Conference Riverside, CA March 21 – 23, 2017	\$0
<u>MORGAN, Alexandra</u> <u>+2 Additional Staff</u> Adult Education Center 11-63910-0-41100-10000-5220-035-1300 Adult Education Fund- Resource: Adult Education/Block Grant	CALPRO/Advising the Adult Learner Los Angeles, CA February 3, 2017	\$150
<u>PARRA, Edith</u> <u>+3 Additional Staff</u> Adult Education Center 11-63910-0-41100-10000-5220-035-1300 Adult Education Fund- Resource: Adult Education/Block Grant	CATESOL Los Angeles Regional Conference Walnut, CA March 4, 2017	\$620
<u>VILLALOBOS, Elizabeth</u> <u>HEDGES, Eric</u> Maintenance 01-81500-0-00000-81100-5220-061-2602 General Fund- Resource: Ongoing & Major Maint.	Hazardous Waste Compliance Training Redondo Beach, CA April 4 – 6, 2017	\$1,020

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

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

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / TERRY DELORIA / ALICE CHUNG

RE: CHILD DEVELOPMENT SERVICES – SMMUSD HEAD START PROGRAM  
MEMORANDUM OF UNDERSTANDING

RECOMMENDATION NO. A.05

It is recommended that the Board of Education extend the agreement between the Santa Monica-Malibu Unified School District Head Start Program and Providence Saint John's Child and Family Development Center (CFDC) until June 30, 2019. The current agreement covers until June 2018.

COMMENT: This agreement is to outline roles and responsibilities of a collaborative relationship between these community partners. This partnership is intended to foster a caring, comprehensive and integrated service-delivery system that maximizes scarce community resources and avoids fragmentation and duplication of services for low-income families with children under the age of six.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Memorandum of Understanding and Agreement between Santa Monica-Malibu  
Unified School District Child Development Services (SMMUSD CDS)  
and  
Providence Saint John's Child and Family Development Center

I. AGREEMENT PARTIES:

The Santa Monica-Malibu Unified School District Child Development Services (SMMUSD CDS) and Providence Saint John's Child and Family Development Center (CFDC)

II. AGREEMENT PERIODS:

The terms of this agreement shall go into effect February 1<sup>st</sup>, 2017 through June 31<sup>st</sup>, 2019. Terms of this agreement may be refined. Either party can terminate this agreement with 30 days written notice.

III. PURPOSE OF AGREEMENT:

Families with at-risk children under the age of six can require collaborative, effective services in order to enhance the children's physical, social, emotional, and intellectual development, and to support parents' efforts to fulfill their parental roles. This agreement is to outline roles and responsibilities of a collaborative relationship between these community partners. This partnership is intended to foster a caring, comprehensive and integrated service-delivery system that maximizes scarce community resources and avoids fragmentation and duplication of services.

IV. INTENT OF PARTNER:

This document represents the intent of the above mentioned parties to collaborate in delivering services to at-risk children and their families in the Child Development Services preschools.

V. GENERAL RESPONSIBILITIES:

Both parties agree to provide for the safe transfer of confidential records where the appropriate individual has given their informed, written consent.

VI. RESPECTIVE RESPONSIBILITIES:

CFDC will:

- A. Refer eligible children and families to SMMUSD CDS.
- B. Accept referrals of eligible children and families from SMMUSD CDS for CFDC mental health services, including assessment, treatment and appropriate referral and linkage.
- C. Provide information, training, and collaborative meeting opportunities with SMMUSD Head Start to ensure that children and families receive necessary educational, developmental and mental health services.
- D. Collaborate to avoid duplication of services and to ensure that children and families receive necessary services.
- E. Provide 2 sessions per year of a 10-week social skills group for children ages 3-5 years old co-located at a SMMUSD CDS location (i.e., *Bloom!* Group). When staffing allows, provide a co-occurring parent group.
- F. Provide a designated staff member to participate as needed in SMMUSD Head Start annual self-assessment activities (i.e., questionnaire, focus group, etc.).
- G. Provide designated staff member(s) to act as a mental health consultant in all CDS classrooms, as staffing permits. The mental health consultant's duties will include (but not limited to) direct classroom-wide and individual intervention, collateral sessions with parents, direct support and coaching to teachers, collaboration with administrative and supervising SMMUSD staff, attendance at staff meetings, and staff and parent trainings.

SMMUSD CDS will:

- A. Refer families and children to CFDC for child and family mental health services according to agreed upon process (outlined separately).
- B. SMMUSD Head Start will accept referrals by CFDC who may be eligible for CDS services.
- C. Collaborate with CFDC in strengthening the effectiveness of prevention services through effective flow of information, by obtaining two-way release of information, if possible and appropriate, to ensure comprehensive service and collaboration.
- D. SMMUSD CDS post fliers from CFDC and make CFDC information accessible to SMMUSD CDS participants.
- E. Provide referrals to the social skills group and provide a location for the group to meet for 10 weeks in the fall and spring. Provide childcare for siblings of group members and parent support group when needed.
- F. SMMUSD CDS will invite CFDC staff to participate in SMMUSD CDS children's transition meetings as appropriate.
- G. Collaborate to support mental health consultation services in all CDS preschool classrooms. Provide ongoing open communication regarding the effectiveness of consultation services. The duties of administrative and supervising staff in the preschool mental health consultation process will include (but not limited to) regular check-in meetings, open discussion of the interventions being implemented by the consultant, collaboration regarding consultant attendance at staff meetings, and collaboration regarding staff and parent trainings provided by consultant.

CFDC Contact: Lara Sando, PhD, Early Childhood Assessment and Treatment Program Coordinator

SMMUSD CDS Contact: Maya Lindemann, RN, Health, Nutrition, Mental Health, & Disabilities Coordinator

*Alice Chung*

Alice Chung, PhD, Director of Child Development Services  
Santa Monica-Malibu Unified School District

*1/21/17*  
(date)

*Tasha Boucher LMFT*

Tasha Boucher, LMFT, Director of Early Childhood Intervention Services  
Providence Saint John's Child and Family Development Center

*1/29/17*  
(date)

*Rebecca Refuerzo, LCSW*

Rebecca Refuerzo, LCSW, Executive Director  
Providence Saint John's Child and Family Development Center

*1/02-01-2017*  
(date)



TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / MARK O. KELLY / TARA BROWN

RE: APPROVE COMPREHENSIVE SCHOOL SAFETY PLANS 2016-2017 FOR ALL DISTRICT SCHOOLS

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the Comprehensive School Safety Plan for each district school.

COMMENT: California legislation mandates that the governing board of the school district adopt each school's Comprehensive School Safety Plan (CSSP) (Education Code 32288). Each school's CSSP is part of the district's Emergency Operations Plan.

All schools have emergency response plans, procedures, routines and structures that are consistent with the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). Each site's CSSP includes, but is not limited to, roles and responsibilities of faculty and staff members during an emergency; emergency procedures; evacuation locations and school maps.

Additionally, schools describe strategies for ensuring a safe and orderly school conducive to learning including describing what they do to ensure a safe physical environment and to ensure a safe, respectful and orderly school community.

Each completed CSSP was reviewed by Director of Student Services and is on file in the Student Services Department for review.

This item will return to the Board annually. Copies of the safety plans are on file with the Student Services Department.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/02/17

FROM: BEN DRATI / TERRY DELORIA / EVAN BARTELHEIM

RE: APPROVAL OF THE SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA)

RECOMMENDATION NO. A.07

It is recommended that the Board of Education approve the Single Plan for Student Achievement (SPSA) for each of our schools. Approval of the SPSA for 2016-17 authorizes schools to continue engaging in planned activities and expenditures through the beginning of the 2017-18 school year, until their new plans come before the Board.

COMMENTS: The Single Plan for Student Achievement establishes a focus for raising the academic performance of students to meet or exceed state standards. The plan includes how the school allocates its categorical and site formula funds in support of improvement goals. Each School Site Council (SSC) is responsible for the development, implementation, and review of its SPSA. The development of the plan consists of the following steps:

- 1) Obtain the input of the school community
- 2) Review the school characteristics
- 3) Analyze current educational practices and staffing
- 4) Analyze student performance data
- 5) Establish school goals
- 6) Review available resources
- 7) Select specific improvements
- 8) Consider centralized services
- 9) Recommend the plan to the local governing board
- 10) Monitor progress
- 11) Evaluate the effectiveness of planned activities
- 12) Modify the plan

The SPSAs are considered working documents. Plans may be modified throughout the course of the year, as School Site Councils continually monitor their implementation. One public copy of each plan will be available at the Board of Education meeting. Hard copies of each school's SPSA are available for viewing at each school office and in the Educational Services Department of the District Office.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / TERRY DELORIA / PAMELA KAZEE

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS – 2016-2017

RECOMMENDATION NO. A.08

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2016/2017 as follows:

**NPS**

2016/2017 Budget 01-65000-0-57500-11800-5125-043-1400

2016/2017 Budget 01-65120-0-57500-31400-5890-043-1400

Nonpublic School	# of students / SSIN	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted NPS 16/17		\$ 1,145,000
Amount Budgeted Mental Health Services 16/17		\$ 1,155,000
Total Budgeted		\$ 2,300,000
Prior Board Authorization as of 2/2/2017		\$ 2,751,474
	Balance	\$ -451,474
Positive Adjustment (See Below)		\$ 503,000
		\$ 51,526
Total Amount for these Contracts		\$ 0
	Balance	\$ 51,526

Adjustment					
NPS Budget 01-65000-0-57500-11800-5125-043-1400					
NPS Budget 01-65120-0-57500-31400-5890-043-1400					
There has been a reduction in authorized expenditures of NPS contracts for FY 2016/2017 in the amount of \$0 as of 2/2/2017.					
NPS	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Alpine Academy	RTC	3	R	\$184,000	Exit students
Youth Care of Utah	RTC	1	R	\$319,000	Exit students

**NPA**

2016/2017 Budget 01-65000-0-57500-11800-5126-043-1400

Nonpublic Agency	# of students / SSIN	Service Description	Contract Number	Cost Not to Exceed
REACH	2983493507	FC, SL	26-SPED17085	\$195

Amount Budgeted NPA 16/17		\$ 700,000
Prior Board Authorization as of 2/2/2017		\$ 794,828
	Balance	\$ -94,828
Positive Adjustment (See Below)		\$ 0
		\$ -94,828
Total Amount for these Contracts		\$ 195
	Balance	\$ -95,023

Adjustment					
NPA Budget 01-65000-0-57500-11800-5126-043-1400					
There has been a reduction in authorized expenditures of NPA contracts for FY 2016/2017 in the amount of \$1,800 as of 2/2/2017.					
NPA	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

**Instructional Consultants**

2016/2017 Budget 01-65000-0-57500-11900-5802-043-1400

2016/2017 Budget 01-33100-0-57500-11900-5802-044-1400

Instructional Consultant	# of students / SSIN	Service Description	Contract Number	Cost Not to Exceed
LACOE	Various	16-17 unreimbursed program costs	59-SPED17128	\$50,670

Amount Budgeted Instructional Consultants 16/17		\$ 125,000
Amount Budgeted Instructional Consultants (33100) 16/17		\$ 0
Total Budgeted		\$ 125,000
Prior Board Authorization as of 2/2/2017		\$ 108,174
	Balance	\$ 16,826
Positive Adjustment (See Below)		\$ 0
		\$ 16,826
Total Amount for these Contracts		\$ 50,670
	Balance	\$ -33,844

Adjustment					
Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
Instructional Consultants Budget 01-65000-0-57500-11900-5802-043-1400					
Instructional Consultants Budget 01-33100-0-57500-11900-5802-044-1400					
There has been a reduction in authorized expenditures of Instructional Consultants contracts for FY 2016/2017 in the amount of \$0 as of 2/2/2017.					

**Non-Instructional Consultants**

2016/2017 Budget 01-65000-0-57500-11900-5890-043-1400

Non-Instructional Consultant	SSIN	Service Description	Contract Number	Cost Not to Exceed
Neurodevelopmental Center	9174629891	IEE & IEP (psychoed)	39-SPED17072	\$5,800

Amount Budgeted Non-Instructional Consultants 16/17		\$ 260,000
Prior Board Authorization as of 2/2/2017		\$ 259,808
	Balance	\$ 192.07
Positive Adjustment (See Below)		\$ 0
		\$ 192.07
Total Amount for these Contracts		\$ 5,800
	Balance	\$ -5,608

Adjustment					
Non- Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment
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 2016/2017 in the amount of \$1,200 as of 2/2/2017.					

**LEA**

2016/2017 Budget 01-56400-0-00000-39000-5802-043-1400

2016/2017 Budget 01-56400-0-00000-39000-5890-043-1400

LEA Consultant	# of students	Service Description	Contract Number	Cost Not to Exceed
Paradigm	Various	Consultation	24-SPED17037	REVISE DATE

Amount Budgeted Instructional Consultants 16/17		\$	30,000
Amount Budgeted Instructional Consultants (5890) 16/17		\$	70,000
Total Budgeted		\$	100,000
Prior Board Authorization as of 2/2/2017		\$	57,000
	Balance	\$	43,000
Positive Adjustment (See Below)		\$	0
		\$	43,000
Total Amount for these Contracts		\$	0
	Balance	\$	43,000

Adjustment					
LEA Budget 01-56400-0-00000-39000-5802-043-1400					
LEA Budget 01-56400-0-00000-39000-5890-043-1400					
There has been a reduction in authorized expenditures of LEA contracts for FY 2016/2017 in the amount of \$0 as of 2/2/2017.					
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:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ /

RE: AWARD OF PURCHASE ORDERS – 2016-17

RECOMMENDATION NO. A.09

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from January 25, 2017, through February 9, 2017, for fiscal year 2016-17.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF FEBRUARY 16, 2017

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

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
*** NEW PURCHASE ORDERS ***					
178333	4WALL LOS ANGELES INC.	Lighting Equip. for Barnum	THEATER OPERATIONS&FACILITY PR	3,716.79	R
177673	A.J. FISTES CORPORATION	PAINTING	SANTA MONICA HIGH SCHOOL	14,578.00	R
178315	ADVANCED BATTERY SYSTEMS	BATTERIES	FACILITY MAINTENANCE	1,500.00	R
178493	AIR WAVE TECHNOLOGIES INC	MALIBU WALK IN COOLER REPAIR	FOOD SERVICES	1,442.48	F
178416	AMERICAN WATER WORKS	Repairs - Transportation	TRANSPORTATION	220.00	U
178363	AMFRO INC	PIZZA FOR WEBSTER-POWER OUT	FOOD SERVICES	131.10	F
178200	APPLE COMPUTER CORP	iPAD	WILL ROGERS ELEMENTARY SCHOOL	12,218.35	U
178335	APPLE COMPUTER CORP	APPLE POWER ADAPTERS	GRANT ELEMENTARY SCHOOL	258.92	U
178352	APPLE COMPUTER CORP	IPAD AIR 2 WIFI 32GB	SPECIAL EDUCATION REGULAR YEAR	527.68	R
178377	APPLE COMPUTER CORP	ADAPTER	LINCOLN MIDDLE SCHOOL	53.53	R
178517	APPLE STORE	COMPUTER REPAIR	JOHN ADAMS MIDDLE SCHOOL	500.00	R
178194	B & H PHOTO VIDEO	ART CLASS SUPPLIES	SANTA MONICA HIGH SCHOOL	1,308.28	R
178357	B & H PHOTO VIDEO	VIDEO EQUIPMENT-SMMEF GRANT	MALIBU HIGH SCHOOL	1,109.94	R
178456	BARNES & NOBLE/SANTA MONICA	REFERENCE BOOKS	OLYMPIC CONTINUATION SCHOOL	454.75	R
178296	BELNICK INC	FOLDING CHAIRS	SANTA MONICA HIGH SCHOOL	12,169.97	R
178402	BENJAMIN, ASHLEY	Reimbursement for Spirit Squad	FRANKLIN ELEMENTARY SCHOOL	433.74	R
178122	BRAINPOP	ON LINE SUBSCRIPTION	MCKINLEY ELEMENTARY SCHOOL	525.00	U
178444	BRENTVIEW MEDICAL	Driver Physicals - Transport.	TRANSPORTATION	300.00	U
178407	CANON SOLUTIONS AMERICA INC	COPIER INVOICES	JOHN MUIR ELEMENTARY SCHOOL	408.46	R
178436	CANON SOLUTIONS AMERICA INC	BAL MAINT.AGRMT. OLD COPIERS	MALIBU HIGH SCHOOL	966.76	R
178437	CANON SOLUTIONS AMERICA INC	CANON COPIER MAINT. AGRMNT.	MALIBU HIGH SCHOOL	2,312.40	R
178351	CDW-G COMPUTING SOLUTIONS	IPAD2 OTTERBOX DEFENDER CASE	SPECIAL EDUCATION REGULAR YEAR	82.25	R
178202	CENTER FOR RESPONSIVE SCHOOLS	WORKSHOP	WILL ROGERS ELEMENTARY SCHOOL	4,800.00	R
178505	CHALK SPINNER LLC	CLASSROOM LIGHT LABORATORY	CURRICULUM AND IMC	3,283.87	R
178506	CHALK SPINNER LLC	CLASSROOM LIGHT LABORATORY	CURRICULUM AND IMC	1,641.94	R
178427	CHILDRENS BOOK WORLD	OPEN ORDER/BOOKS	CDC: CCTR	150.00	CD
178378	CLEAN DIESEL SPECIALISTS	Repairs Bus #17	TRANSPORTATION	866.38	U
178484	CLEAN DIESEL SPECIALISTS	Bus Repairs - #21 & #23	TRANSPORTATION	1,287.37	U
178486	COMMUNITY PLAYTHINGS	CHAIR AND SEATBELT	SPECIAL EDUCATION REGULAR YEAR	109.25	R
178234	COMPLETE BUSINESS SYSTEMS	COPY SUPPLIES	SANTA MONICA HIGH SCHOOL	1,174.48	U
178445	COMPLETE BUSINESS SYSTEMS	COPY SUPPLIES	SANTA MONICA HIGH SCHOOL	414.97	U
178295	COMPLETE OFFICE OF CA	LIBRARY SUPPLIES	SANTA MONICA HIGH SCHOOL	108.16	U
178359	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUP	JOHN ADAMS MIDDLE SCHOOL	100.00	R
178392	COMPLETE OFFICE OF CA	OFFICE CHAIRS	MCKINLEY ELEMENTARY SCHOOL	1,032.33	R
178466	COMPLETE OFFICE OF CA	OFFICE SUPPLIES	SANTA MONICA HIGH SCHOOL	47.77	R
178524	COMPLETE OFFICE OF CA	OPEN ORDER/INST SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	100.00	R
178284	CRUZ, CONNY SANTA	OPENORD	SAMOHI STUDENT STORE	3,000.00	U
178390	DABASH, REHAM	REIMBURSEMENT	CHILD DEVELOPMENT CENTER	500.00	CD
178459	DANMAR PRODUCTS INC	SOFT SHELL HELMET	SPECIAL EDUCATION REGULAR YEAR	194.47	R
178364	DIRECT SOURCE COMMUNICATIONS	NEW DATA LINES AT ADAMS KITCH.	FOOD SERVICES	1,510.00	F
178323	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	209.80	CD
178337	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	113.48	CD
178338	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	137.64	CD
178355	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	57.33	U
178391	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	206.27	CD
178422	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	55.67	CD
178429	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CDC: CCTR	235.26	CD
178430	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	202.68	CD
178431	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	155.95	CD

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF FEBRUARY 16, 2017

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 SF-SPECIAL FINANCING (FLEX) BB,X-BONDS D-DEVELOPER FEES SR-SPECIAL RESERVE CAPITAL  
 DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION ES-BOND

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
178522	DRATTI, BEN	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	12,006.54	U
178386	DRUVA INC	Backup Maintenance	INFORMATION SERVICES	1,302.00	U
178495	EAI EDUCATION	EAI EDUCATION-A.CORDES-GRANT	STATE AND FEDERAL PROJECTS	534.51	R
178343	EDUCATION WEEK	GENERAL SUPPLIES/MATERIALS	BOE/SUPERINTENDENT	84.94	U
178235	EMS SAFETY SERVICES INC	CPR CLASS SUPPLIES	HEALTH SERVICES	601.29	U
178419	FAST DEER BUS CHARTER INC	PALI CAMP TRANSPORTATION	ROOSEVELT ELEMENTARY SCHOOL	5,841.36	R
178491	FED EX KINKOS	Open Postage	INFORMATION SERVICES	500.00	U
178501	FLAGHOUSE	ADAPTED TRICYCLE ACCESSORY	SPECIAL EDUCATION REGULAR YEAR	86.31	R
178201	FRONT ROW EDUCATION INC	ELA LICENSES	WILL ROGERS ELEMENTARY SCHOOL	3,594.38	U
178297	GALE SUPPLY CO	Custodial Supplies	THEATER OPERATIONS&FACILITY PR	2,786.91	R
178381	GALLS	UNIFORM FOR SECURITY GUARDS	STUDENT SERVICES	309.44	U
178382	GALLS	SECURITY UNIFORMS	STUDENT SERVICES	188.06	U
178383	GALLS	SECURITY UNIFORMS	STUDENT SERVICES	249.09	U
178384	GALLS	SECURITY UNIFORMS	STUDENT SERVICES	275.14	U
178385	GALLS	SECURITY UNIFORMS	STUDENT SERVICES	250.49	U
178386	GALLS	SECURITY UNIFORMS	STUDENT SERVICES	393.24	U
178400	GOLD COAST TOURS	PALI CAMP TRANSPORTATION	WILL ROGERS ELEMENTARY SCHOOL	6,049.50	R
178306	GRACE, LAUREN	5TH GRADE T-SHIRTS	WILL ROGERS ELEMENTARY SCHOOL	1,620.00	R
178139	GREAT MINDS	INSTRUCTIONAL MATERIALS	MCKINLEY ELEMENTARY SCHOOL	146.51	U
178518	HEAVY DUTY BUS PARTS INC	Parts Purchase	TRANSPORTATION	130.00	U
178510	HILLCREST PARTY RENTAL	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	297.65	U
178322	HILLYARD FLOOR CARE SUPPLY	FLOOR MATS	CHILD DEVELOPMENT CENTER	888.96	CD
178406	HIRSCH PIPE & SUPPLY	PLUMBING SUPPLIES	FACILITY MAINTENANCE	3,000.00	R
178439	INSTRUMENT PLACE INC, THE	Recorder Books All 3rd Grade	CURRICULUM AND IMC	1,697.75	R
178345	INTELLI-TECH	INTELLITECH-CHROMEBOOK REPLACE	CURRICULUM AND IMC	10,920.45	R
178353	INTELLI-TECH	REPLACEMENT COMPUTER PAYROLL	FISCAL SERVICES	1,242.21	U
178461	INTELLI-TECH	HP LASERJET PRO PRINTER	SPECIAL EDUCATION REGULAR YEAR	231.61	R
178340	INTERNATIONAL PAPER	PAPER	MCKINLEY ELEMENTARY SCHOOL	2,000.00	R
178408	INTERNATIONAL PAPER	COPY PAPER	OLYMPIC CONTINUATION SCHOOL	413.70	R
178434	INTERNATIONAL READING ASSN	MEMBERSHIP & JOURNAL SUBSCRIPT	CURRICULUM AND IMC	1,890.00	U
178269	JANNINE PERKINS EDUCATIONAL	JANNINE PERKINS	PT DUME ELEMENTARY SCHOOL	1,175.00	U
178440	JOSTENS - CAMARILLO	EMPLOYEE LONGEVITY AWARDS	EMPLOYEE RELATIONS	5,567.29	U
178309	KAMIBAYASHI, DIANA	REIMBURSEMENT FOOD BOE RETREAT	BOE/SUPERINTENDENT	241.15	U
178417	KIMBALL INTERNATIONAL INC	Chair Order - Transportation	TRANSPORTATION	511.92	U
178331	KYA SERVICES LLC	POOL AREA BENCHES	SANTA MONICA HIGH SCHOOL	2,327.52	R
178401	LACOE	N2 MULTIMEDIA MEMBERSHIP	WILL ROGERS ELEMENTARY SCHOOL	443.00	U
178478	LAGUNA CLAY COMPANY	EQUIPMENT	SANTA MONICA HIGH SCHOOL	919.34	R
178250	LAKESHORE	OPEN ORDER/INSTRUCTIONAL	CDC: CCTR	225.00	CD
178314	LAKESHORE	OPEN ORDER/INSTRUCTIONAL	CDC: CCTR	175.00	CD
178317	LAKESHORE	OPEN ORDER/INSTRUCTIONAL	CDC: CCTR	150.00	CD
178320	LAKESHORE	OPEN ORDER/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	175.00	CD
178321	LAKESHORE	OPEN ORDER/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	155.00	CD
178349	LAKESHORE	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	100.00	U
178412	LAKESHORE	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	200.00	U
178304	LAKESHORE CURRICULUM	INSTRUCTIONAL	GRANT ELEMENTARY SCHOOL	49.27	CD
178339	LAKESHORE CURRICULUM	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	280.82	CD
178468	LIGHTSPEED TECHNOLOGIES INC.	Redmike Classroom Microphone	CURRICULUM AND IMC	251.28	U
178477	MARTINEZ, YOLANDA	PO for services for Franklin	FRANKLIN ELEMENTARY SCHOOL	5,800.00	U
178443	MEDCO SUPPLY CO	SPORTS MEDICAL SUPPLIES	SANTA MONICA HIGH SCHOOL	626.21	U
178476	MF ATHLETIC CO INC	TRACK REPAIR KIT FOR SAMOHI	FACILITY OPERATIONS	460.99	U
178418	MICRO BIO-MEDICS/ORDERS	NURSE SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	50.13	R



## PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF FEBRUARY 16, 2017

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 ES-BOND

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
178487	MICRO BIO-MEDICS/ORDERS	NURSE SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	63.45	R
178197	MIND RESEARCH INSTITUTE	ST MATH SUPPORT / LICENSES	WILL ROGERS ELEMENTARY SCHOOL	3,499.00	U
178291	MINDFUL SCHOOLS	ONLINE MINDFULNESS TRAINING	LINCOLN MIDDLE SCHOOL	195.00	U
178307	NATHAN KIMMEL COMPANY LLC	CUSTODIAL SUPPLIES	FACILITY OPERATIONS	1,000.00	U
178346	NELI'S INC	FOOD FOR LUNCH MEETING	BOE/SUPERINTENDENT	154.24	U
178389	NORTHSTAR AUDIO VISUAL LLC	PROJECTOR BULB	LINCOLN MIDDLE SCHOOL	182.99	R
178324	ORIENTAL TRADING CO INC	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	69.28	CD
178395	ORLANSKY, KAREN A.	INDPENDING CONTRACTORS/CONSLT	BOE/SUPERINTENDENT	10,000.00	U
177727	PALI MOUNTAIN RETREAT AND	5TH GRADE FIELD TRIP	MCKINLEY ELEMENTARY SCHOOL	5,520.00	R
178388	PATTONS PHARMACY	TB SERUM, SYRINGES	HEALTH SERVICES	555.00	U
177870	PEARSON EDUCATION INC	WORDS THEIR WAY TRAINING	CURRICULUM AND IMC	2,800.00	U
177213	PLANETBRAVO LLC	COMPUTER CLASS FOR STUDENTS	WEBSTER ELEMENTARY SCHOOL	21,000.00	U
178457	REGENCY ENTERPRISES INC.	BULBS	LINCOLN MIDDLE SCHOOL	92.88	R
178490	REGENCY ENTERPRISES INC.	Light Bulbs	WEBSTER ELEMENTARY SCHOOL	201.02	R
178465	RICOH U.S.	COPIER SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	900.00	R
178327	ROADRUNNER SHUTTLE	Charter Bus	CABRILLO ELEMENTARY SCHOOL	2,280.00	R
178415	S C A Q M D	PERMIT FEE	FACILITY MAINTENANCE	216.36	R
178494	S&S BAKERY INC	BAKERY ITEMS	FOOD SERVICES	12,000.00	F
178442	SAFETY-KLEEN CORP.	Shop Tools - Transportation	TRANSPORTATION	234.08	U
178482	SAFETY-KLEEN CORP.	Oil Purchase - Transportation	TRANSPORTATION	737.44	U
178485	SAN JOAQUIN CNTY OFFICE OF ED	SEIS INTEGRATION	INFORMATION SERVICES	2,517.66	U
178361	SANTA MONICA ARTS PARENTS	MUSIC FESTIVAL FEE	JOHN ADAMS MIDDLE SCHOOL	300.00	R
178451	SANTA MONICA MUSIC CTR	Yamaha Soprano Recorders	CURRICULUM AND IMC	4,470.51	R
178528	SCHPEPNER, CHAD J.	THEATRICAL PROGRAM CONTRACT	JOHN ADAMS MIDDLE SCHOOL	20,500.00	R
178354	SCHOOL SPECIALTY INC	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	71.45	U
178360	SCHOOL SPECIALTY INC	OPEN ORDER/INST SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	217.00	R
178414	SCHOOL SPECIALTY INC	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	182.81	U
178525	SCHOOL SPECIALTY INC	OPEN ORDER/INST SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	208.00	R
178463	SEARS COMMERCIAL CREDIT SER	TOASTER OVEN FOR DISTRICT OFF	BUSINESS SERVICES	173.04	R
178334	SEHI COMPUTER PRODUCTS	PRINTERS AND DRUMS	GRANT ELEMENTARY SCHOOL	2,856.10	U
178347	SEHI COMPUTER PRODUCTS	PRINTER CARTRIDGES	LINCOLN MIDDLE SCHOOL	856.57	R
178500	SHERMAN OAKS MEDICAL SUPPLIES	POWER WHEELCHAIR RENTAL	SPECIAL EDUCATION REGULAR YEAR	600.00	R
178428	SIMON, MONICA	REIMBURSEMENT	CHILD DEVELOPMENT CENTER	100.00	CD
178292	SIR SPEEDY PRINTING #0245	PRINTING SERVICES	BOE/SUPERINTENDENT	1,000.00	U
178350	SIR SPEEDY PRINTING #0245	DISTRICT BC	BOE/SUPERINTENDENT	109.25	U
178358	SIR SPEEDY PRINTING #0245	BANNERS FOR SEASIDE SCHOOLS	CURRICULUM AND IMC	420.50	U
178446	SIR SPEEDY PRINTING #0245	DUPLICATE PO FOR SIR SPEEDY	ROOSEVELT ELEMENTARY SCHOOL	268.28	U
178462	SIR SPEEDY PRINTING #0245	Business cards for employees	THEATER OPERATIONS&FACILITY PR	163.88	R
178481	SIR SPEEDY PRINTING #0245	BUSINESS CARDS	CURRICULUM AND IMC	54.63	U
178251	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	75.00	CD
178294	SMART & FINAL	GENERAL SUPPLIES/MATERIALS	BOE/SUPERINTENDENT	1,000.00	U
178313	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CDC: CCTR	50.00	CD
178316	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CDC: CCTR	75.00	CD
178319	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	50.00	CD
178423	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	50.00	CD
178432	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	68.00	CD
178433	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	75.00	CD
178280	SOULY WILFRIED GEOFFROY	INDEPENDENT CONTRACTOR PAYMENT	LINCOLN MIDDLE SCHOOL	800.00	R
178299	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	156.71	U
178330	SOUTHWEST SCHOOL SUPPLY	Open Order 2016/2017	CABRILLO ELEMENTARY SCHOOL	1,500.00	R
178249	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	CHILD DEVELOPMENT CENTER	2,000.00	CD

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF FEBRUARY 16, 2017

U-GENERAL FUND,UNRESTRICTED R-GENERAL FUND,RESTRICED 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 ES-BOND

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
178403	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	INFORMATION SERVICES	1,500.00	U
178405	STAPLES BUSINESS ADVANTAGE	HP PRINTER TONER	WILL ROGERS ELEMENTARY SCHOOL	271.55	R
178454	STAPLES BUSINESS ADVANTAGE	TONER CARTRIDGES	LINCOLN MIDDLE SCHOOL	139.53	R
178458	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES SUPPLEMENTAL	THEATER OPERATIONS&FACILITY PR	500.00	R
178425	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/SUPPLIES	CHILD DEVELOPMENT CENTER	60.00	CD
178426	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/CLASSROOM SUPPLIES	CDC: CCTR	75.00	CD
178298	STAPLES/P-U/WLA/CUST#240174490	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	450.00	U
178411	STAPLES/P-U/WLA/CUST#240174490	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	115.00	U
178394	SUMIDA, DAVID	reimb. for D.Sumida/Pacifica	PACIFIC CHRISTIAN HIGH SCHOOL	545.88	R
178526	SWRCB ACCOUNTING OFFICE	WATER BOARD FEES	FACILITY MAINTENANCE	1,044.00	R
178399	TCI TRANSPORTATION SERVICES	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	8,652.00	U
178356	TEACHER DIRECT	CLASSROOM SUPPLIES	GRANT ELEMENTARY SCHOOL	132.26	U
178171	TENMARKS EDUCATION LLC	LICENSES	MCKINLEY ELEMENTARY SCHOOL	3,252.00	U
178348	TOBIL DYNAVOX LLC	BATTERIES SET OF 2	SPECIAL EDUCATION REGULAR YEAR	255.81	R
178483	TOM JOHN TOWING	Towing charges Bus #6	TRANSPORTATION	437.50	U
178393	TOSHIBA	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	2,000.00	R
178253	TOYS R US	OPEN ORDER/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	100.00	CD
178311	TREEPEOPLE	ENTRANCE FEE-TREEPEOPLE	GRANT ELEMENTARY SCHOOL	460.00	R
178289	TUMBLEWEED TRANSPORTATION	FIELDTRIP TRANSPORTATION	LINCOLN MIDDLE SCHOOL	2,975.00	U
178450	TUMBLEWEED TRANSPORTATION	BUS TRASPORATION	MCKINLEY ELEMENTARY SCHOOL	850.00	R
178034	U S BANK (GOVT CARD SERVICES)	PLUMBING PARTS	FACILITY MAINTENANCE	252.74	R
178310	U S BANK (GOVT CARD SERVICES)	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	2,000.00	U
178370	U S BANK (GOVT CARD SERVICES)	UPS Batteries	INFORMATION SERVICES	338.68	U
178480	U.S. BANK	CONFERENCE AND TRAVEL	BOE/SUPERINTENDENT	545.00	U
178479	ULINE INC.	WELCOME MAT FOR WEBSTER	WEBSTER ELEMENTARY SCHOOL	333.85	R
178312	UNDERWOOD FAMILY FARMS LP	ENTRANCE FEE-UNDERWOOD FARMS	GRANT ELEMENTARY SCHOOL	1,200.00	R
178325	VAGA, REIN PETER	Piano cover for Barnum	THEATER OPERATIONS&FACILITY PR	387.83	R
178438	VILLAGE GRAPHICS	MHS COURSE CATALOGUE 2017-18	MALIBU HIGH SCHOOL	1,735.58	U
178308	WAHRENBROCK, SARAH	REIMBURSEMENT ADMIN MATERIALS	BOE/SUPERINTENDENT	227.34	U
178467	XEROX CORPORATION	MAINTENANCE AGREEMENT	SANTA MONICA HIGH SCHOOL	300.00	U
			** NEW PURCHASE ORDERS	290,136.11	

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

178332	ANDY GUMP	RESTROOM TRAILER	MALIBU HIGH SCHOOL	5,088.92	BB
178379	CITY OF SANTA MONICA	PARKING VALIDATIONS	SANTA MONICA HIGH SCHOOL	20,000.00	ES
178302	COMPLETE OFFICE OF CA	OFFICE FURNITURE	BUSINESS SERVICES	1,071.86	BB
178224	IVS COMPUTER TECHNOLOGY	IVS-A/V INSTALLATION-CABRILLO	CURRICULUM AND IMC	7,855.02	ES
178380	IVS COMPUTER TECHNOLOGY	IVS/A/V INSTALL-LINCOLN	CURRICULUM AND IMC	2,562.00	ES
178398	KI	OFFICE FURNITURE	BUSINESS SERVICES	6,573.03	BB
178088	KYA SERVICES LLC	TURF INSTALLATION	EDISON ELEMENTARY SCHOOL	6,375.28	BB
178301	RS PLUMBING SOLUTIONS INC.	NEW BREAK ROOM PLUMBING	BUSINESS SERVICES	5,864.00	BB
178300	STATE OF CALIFORNIA	APPLICATION REVIEW	JOHN ADAMS MIDDLE SCHOOL	1,000.00	ES
178410	STATE WATER RESOURCES	ANNUAL PERMIT FEE	SANTA MONICA HIGH SCHOOL	813.00	BB
178369	STRATEGIC FURNITURE GROUP INC	TABLES FOR OLYMPIC PHASE 2	OLYMPIC CONTINUATION SCHOOL	11,514.90	BB
178243	U S BANK (GOVT CARD SERVICES)	BROCHURE HOLDER FOR OLYMPIC P2	OLYMPIC CONTINUATION SCHOOL	545.72	BB
178413	WALTON ELECTRIC CORP	LIGHTING REPLACEMENT	MALIBU HIGH SCHOOL	23,213.37	ES

**\*\* FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES 92,477.10**

TO: BOARD OF EDUCATION  
FROM: BEN DRATI / JANECE L. MAEZ / PAT HO  
RE: ACCEPTANCE OF GIFTS – 2016/2017

ACTION/CONSENT  
02/16/17

RECOMMENDATION NO. A.10

It is recommended that the Board of Education accept, with gratitude, checks totaling **\$12,669.40** 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 2016-2017 income and appropriations by **\$12,669.40** 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](http://www.smmusd.org).

School/Site Account Number	Cash Amount	Item Description	Purpose	Donor
<b>Adams Middle School</b> 01-90120-0-00000-00000-8699-011-0000	\$ 2,534.00 \$ 300.00 \$ 180.00		General Supplies and Materials General Supplies and Materials General Supplies and Materials	Various Various Various
<b>Cabrillo Elementary School</b> 01-90120-0-00000-00000-8699-017-0000	\$ 2,280.00 \$ 610.00 \$ 40.00		Field Trip Field Trip Field Trip	Cabrillo PTA Various Various
<b>District</b> 01-90120-0-00000-00000-8699-000-0000	\$ 500.00		General Supplies and Materials	Wonderful Giving
<b>Edison Elementary School</b> 01-90120-0-00000-00000-8699-001-0000	\$ 597.90 \$ 50.00		General Supplies and Materials General Supplies and Materials	Cornerstone Photography County of Los Angeles
<b>Franklin Elementary School</b> 01-90120-0-00000-00000-8699-003-0000	\$ 200.00		Field Trip	Various
<b>Rogers Elementary School</b> 01-90120-0-00000-00000-8699-006-0000	\$ 4,452.50 \$ 575.00 \$ 350.00		Independent Contractors Independent Contractors Field Trip	Various Various Heal The Bay
<b>TOTAL</b>	<b>\$ 12,669.40</b>			

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATL / JANECE L. MAEZ / CAREY UPTON

RE: AWARD OF CONTRACT – INTERIOR ROLLER SHADE INSTALLATION – MALIBU MIDDLE & HIGH SCHOOL – ROLLER SHADE DISTRICT WIDE PROJECT – BID #16.09R – HERITAGE WINDOW COVERINGS INC. – MEASURE ES

RECOMMENDATION NO. A.11

It is recommended that the Board of Education award a contract to Heritage Window Coverings Inc., at Malibu Middle and High School, in an amount not to exceed \$9,790.00 for a revised contract total of \$129,195.00.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: Measure ES  
Account Number: 85-90909-0-00000-85000-6200-010-2600

COMMENTS: The Board of Education approved the award of Bid #16.09R during the December 10, 2015 meeting (Recommendation No. A.09) to Heritage Window Coverings Inc., for interior window roller shades Districtwide and established Mecho Shades Systems as the District’s window covering standard.

As part of the Malibu Campus Improvement project, bungalows were installed as swing space at Malibu High School & Juan Cabrillo Elementary School, which require installation of the window roller shades. Heritage Window Coverings, Inc. will install window roller shades in 13 classrooms and 1 library.

It is recommended that the Board of Education award an agreement to Heritage Window Coverings, Inc., for Malibu Middle & High School Campus Improvement project in an amount not to exceed \$9,790.00.

ORIGINAL CONTRACT – (Cabrillo ES, Grant ES & WRLC)	
\$107,540.00	
CONTRACT_AMENDMENT #01 (Cabrillo, Rogers, Grant - WF&P)	\$ 11,865.00
CONTRACT_AMENDMENT #02 (MMHS – Bungalows)	\$ 9,790.00
<u>TOTAL:</u>	<u>\$129,195.00</u>

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / CAREY UPTON

RE: AMENDMENT TO AGREEMENT – ARCHITECTURAL SERVICES – MALIBU MIDDLE AND HIGH SCHOOL – CAMPUS IMPROVEMENTS PROJECT – HMC ARCHITECTS – MEASURE BB

RECOMMENDATION NO. A.12

It is recommended that the Board of Education approve Contract Amendment #47 with HMC Architects for the Malibu Middle & High School - Campus Improvements Project in an amount not to exceed \$58,350 for a total contract amount of \$8,661,956.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Project: Malibu HS, Campus Improvements Project  
Budget Category: Soft Costs \ Design Services \ Architects  
DSA: 03-117640

COMMENTS: Architectural/Engineering services are required to study the feasibility of constructing a central air conditioning and heating plant to serve the MMHS campus. This study will also consider the advantages and challenges of serving JCES from the same central plant system.

Architectural services are required to support the District’s application for amendment to the Coastal Development Permit that would allow the construction of the 2-story Growthpoint classroom building. HMC will prepare daytime and nighttime renderings of Building E to demonstrate the impact of the two story structure on sightlines from public vantage points around the campus. HMC will also prepare amended photometric plans to demonstrate how the lights on the new Building E would affect light levels adjacent to the building.

ORIGINAL CONTRACT AMOUNT (MMHS, Prog./Schematic Design)	\$ 961,327
CONTRACT AMENDMENT #1 (Cabrillo, SDC-IS)	\$ 87,995
CONTRACT AMENDMENT #2 (MMHS, FF&E Standards)	\$ 92,400
CONTRACT AMENDMENT #3 (MMHS, DD/CD/CA)	\$3,562,894
CONTRACT AMENDMENT #4 (Pt. Dume/Webster Safety)	\$ 157,588
CONTRACT AMENDMENT #5 (MMHS, Public Meetings/EIR)	\$ 25,144
CONTRACT AMENDMENT #6 (Cabrillo, Safety Project)	\$ 10,304
CONTRACT AMENDMENT #7 (Webster, Parking Safety Project)	\$ 62,344
CONTRACT AMENDMENT #8 (Cabrillo, Septic Study)	\$ 21,647
CONTRACT AMENDMENT #9 (MMHS, Right turn lane study)	\$ 68,256
CONTRACT AMENDMENT #10 (MMHS, Fire protection)	\$ 25,991
CONTRACT AMENDMENT #11 (MMHS, Field renderings)	\$ 8,046
CONTRACT AMENDMENT #12 (MMHS, Wastewater study)	\$ 62,037
CONTRACT AMENDMENT #13 (MMHS, Electrical)	\$ 34,428
CONTRACT AMENDMENT #14 (MMHS, EIR, Traffic, Parking)	\$ 372,321
CONTRACT AMENDMENT #15 (Webster Fire alarm)	\$ 9,090

*(continued on next page)*

CONTRACT AMENDMENT #16 (MMHS, Additional Scope)	\$ 228,405
CONTRACT AMENDMENT #17 (Malibu, Parking Lot "A")	\$ 57,340
CONTRACT AMENDMENT #18 (Cabrillo, Additional scope)	\$ 9,690
CONTRACT AMENDMENT #19 (OWTS, Webster)	\$ 57,330
CONTRACT AMENDMENT #20 (OWTS, Pt. Dume)	\$ 57,330
CONTRACT AMENDMENT #21 (MMHS, OWTS Const. Doc's & CA)	\$ 245,375
CONTRACT AMENDMENT #22 (Point Dume, Struct. invest. & design)	\$ 19,840
CONTRACT AMENDMENT #23 (MMHS, CDP Exempt. and Waivers)	\$ 12,520
CONTRACT AMENDMENT #24 (Cabrillo, DSA submittal Fencing)	\$ 3,700
CONTRACT AMENDMENT #25 (MMHS, FA into sep. DSA & Bid Pkg)	\$ 69,210
CONTRACT AMENDMENT #26 (MMHS Fence/Gates, Erosion Control)	\$ 83,090
CONTRACT AMENDMENT #27 (Cabrillo, Fencing & gate revisions)	\$ 7,065
CONTRACT AMENDMENT #28 (Webster, Parking and Drop-Off)	\$ 73,280
CONTRACT AMENDMENT #29 (Malibu, Campus Improvement)	\$ 8,000
CONTRACT AMENDMENT #30 (MMHS, EIR lighting study)	\$ 4,500
CONTRACT AMENDMENT #32 (MMHS, RWQCB, WDRs)	\$ 6,200
CONTRACT AMENDMENT #33 (MMHS HS, Fire Alarm, FCD)	\$ 7,315
CONTRACT AMENDMENT #34 (MMHSHS, SWPPP)	\$ 5,800
CONTRACT AMENDMENT #36 (MMHS, CDP, Hearing, redesign)	\$ 350,000
CONTRACT AMENDMENT #37 (MMHS, Redesign, OWTS Redesign)	\$ 444,444
CONTRACT AMENDMENT #38 (MMHS, Pkg Lot Photo Renderings)	\$ 44,345
CONTRACT AMENDMENT #39 (MMHS, Wharf and Pkg Lot E Design)	\$ 496,000
CONTRACT AMENDMENT #40 (MMHS, Pkg lot/ESHA Light Meter)	\$ 14,000
CONTRACT AMENDMENT #41 (MMHS, Bldg E)	\$ 193,097
CONTRACT AMENDMENT #42 (MMHS Building E Replacement)	\$ 108,500
CONTRACT AMENDMENT #43 (MMHS Building E Exterior Upgrades)	\$ 88,454
CONTRACT AMENDMENT #44 (MMHS Native Tree Monitoring Rpt.)	\$ 4,500
CONTRACT AMENDMENT #45 (MMHS SWPPP & Waste Water)	\$ 158,764
CONTRACT AMENDMENT #46 (MMHS Air Cond. & MDF Mig. Plan)	\$ 183,700
CONTRACT AMENDMENT #47 (MMHS Feasibility Std and CDP App)	\$ 58,350
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$8,661,995</b>

Malibu Stadium Lighting:

CONTRACT AMENDMENT #31 (MMHS, Stdm Lights, Architect Svcs.)	\$ 56,260
CONTRACT AMENDMENT #35 (MMHS, Stdm Lights, Architect Svcs.)	\$ 12,795
<b>TOTAL AMOUNT:</b>	<b>\$ 69,055</b>

Funding for this CA will be through Program Reserve Shortage.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / CAREY UPTON

RE: CHANGE ORDER – OLYMPIC HIGH SCHOOL – MODERNIZATION PROJECT –  
SIMPLEX GRINNELL – MEASURE BB

RECOMMENDATION NO. A.13

It is recommended that the Board of Education approve Change Order #01 with Simplex-Grinnell for the Olympic High School - Modernization Project in an amount not to exceed \$73,191.29 for a total contract amount of \$479,138.02.

Funding Information

Budgeted: Yes  
Fund: 21  
Source: Measure BB  
Account Numbers: 21-90500-0-00000-85000-6200-014-2600  
DSA Application #: 03-113343  
Budget Category: Construction Hard Costs

COMMENTS: In March of 2014, the District elected to replace the Architect of the project while Simplex-Grinnell had begun work. This caused a prolonged unforeseen interruption to Simplex’s project schedule and a 21-month delay to the start of the Olympic High School Modernization project. This Change Order includes costs for both Simplex-Grinnell and its subcontractor to complete the Fire Alarm upgrade in conjunction with the modernization upgrades. This Change Order #01 for a total of \$73,191.29.

Total new contract amount with this CO #01 shall be \$479,138.02.

ORIGINAL CONTRACT (Olympic – New Fire Alarm Installation)	\$405,946.73
<u>CHANGE ORDER #01</u>	<u>\$ 73,191.29</u>
TOTAL CONTRACT	\$479,138.02

This Change Order will be funded from within the Construction Hard Costs budget.

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / CAREY UPTON

RE: AMENDMENT TO AGREEMENT – ARCHITECTURAL SERVICES – WILL ROGERS LEARNING COMMUNITY – WINDOWS, PAINT, FLOORS & DOORS PROJECT – HMC ARCHITECTS – MEASURE ES

RECOMMENDATION NO. A.14

It is recommended that the Board of Education approve Contract Amendment #01 with HMC Architects to provide additional architectural and engineering services for the Will Rogers Learning Community – Windows, Paint, Floors and Doors Project in an amount not to exceed \$117,673.60 for a total contract amount of \$467,407.60.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: Measure ES  
Account Number: 85-90905-0-00000-85000-5802-006-2600  
Budget Category: Soft Costs/Design Services/Architects

COMMENTS: The District is in the process of modernizing schools throughout the district by replacing windows, doors, floors and painting in the summer of 2017. Upon submission of the drawings for this campus to the Division of State Architect (DSA), additional upgrades were found to be required in order to receive approval. This amendment includes additional architectural and engineering services not previously included in the original contract, for upgrades required for approval by DSA as well as window shop drawing procurement prior to bid as necessitated by the very tight project schedule where all work is to be completed during summer break 2017. Costs associated with this scope of work are (including reimbursables):

- Window shop drawings: \$17,512.00
- Existing ceiling upgrades: \$14,850.00
- Restroom Upgrades to meet ADA requirements required by DSA: \$19,311.60
- Replace fire alarm as required by DSA: \$66,000.00

ORIGINAL CONTRACT (WPF design services)	\$988,826.00
<u>CONTRACT AMENDMENT #01 (WPF Addtl DSA upgrades)</u>	<u>\$286,749.00</u>
TOTAL CONTRACT AMOUNT:	\$467,407.60

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / CAREY UPTON

RE: AMENDMENT TO AGREEMENT– ARCHITECTURAL SERVICES – SANTA MONICA HIGH SCHOOL – SEALY FIELD IMPROVEMENTS PROJECT – CHAN YOUNG ARCHITECTS – MEASURE ES

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve Contract Amendment #3 with Chan Young Architects for additional architectural services for the Santa Monica High School, Sealy Field Improvements Project in amount of \$89,874.00 including reimbursable expenses, for a total contract amount of \$445,171.00.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: Measure ES  
Account Number: 85-90910-0-00000-85000-5802-015-2600  
Budget Category: Soft Costs \ Design Services \ Architects

COMMENTS: The District intends to construct Sealy Field Improvements Project in the summer of 2017. Design services are required for design of a lighting system that will allow baseball, softball, and other activities after sunset and replacement of the baseball backstop due to observed potential deterioration.

Costs associated with this scope of work are:

Architectural Services (Chan Young Architects)	\$25,900
Specification Writing (Chew Specifications)	\$3,400
Sports Field Specialist (Lloyd civil & Sports Engineering)	\$1,170
Civil Engineering (Breen Engineering)	\$18,180
Electrical Engineering (Pacific Engineers Group)	\$27,740
Structural Engineering (Brandow & Johnston, Inc.)	\$10,484
Total Services	\$86,874
Reimbursable expenses	\$3,000
<b>Total Contract Amendment #3</b>	<b>\$89,874</b>

MEASURE BB:

ORIGINAL CONTRACT AMOUNT (Samohi – Const. Observ. & DSA Cert.) \$ 68,977  
CONTRACT AMENDMENT #2 (Samohi – Descop. & Closeout DSA) \$ 5,638  
TOTAL: \$ 74,615

MEASURE ES:

CONTRACT AMENDMENT #1 (Samohi – Softball Field & BB Courts) \$272,682  
CONTRACT AMENDMENT #2a (Samohi – Softball Field & BB Courts reimb) \$ 8,000  
CONTRACT AMENDMENT #3 (Samohi – Sealy Lights & Baseball Backstop) \$ 89,874  
TOTAL \$370,556

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / CAREY UPTON

RE: ACCEPT WORK AS COMPLETED – MULTIPLE PURCHASE ORDERS –  
VARIOUS PROJECTS – MEASURE BB & ES

RECOMMENDATION NO. A.16

It is recommended that the Board of Education accept as completed all work contracted for the indicated Purchase Orders:

Edison Language Academy New Construction Project – Measure BB

<b>Vendor Name/Project</b>	<b>PO Number</b>	<b>Amount</b>	<b>Substantial Completion Date</b>
KYA Services, LLC	178088	\$6,375.28	01/04/17

COMMENT: A Notice of Completion must be filed for Purchase Orders over \$25,000 and within thirty-five (35) days with the County of Los Angeles pending approval by the Board of Education.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / MARK O. KELLY

RE: CERTIFICATED PERSONNEL – Elections, Separations

RECOMMENDATION NO. A.17

Unless otherwise noted, all items are included in the 2016/2017 approved budget.

**ADDITIONAL ASSIGNMENTS**

ADAMS MIDDLE SCHOOL

Noveck, Mary Anna	16 days @\$910.90	1/17/17-2/7/17	<u>Own Daily/\$8,714</u>
		TOTAL OWN DAILY	\$8,714

Comment: Assistant Principal Substitute  
01- Unrestricted

Avedian, Ray	11 hrs @\$45.49	2/3/17-2/5/17	Est Hrly/\$500
Garnreiter, Sean	11 hrs @\$45.49	2/3/17-2/5/17	Est Hrly/\$500
Guirguis, Mariam	11 hrs @\$45.49	2/3/17-2/5/17	Est Hrly/\$500
Jurewicz, Kristin	11 hrs @\$45.49	2/3/17-2/5/17	Est Hrly/\$500
Karaiakoubian, Paul	11 hrs @\$45.49	2/3/17-2/5/17	Est Hrly/\$500
Sever, Pamela	11 hrs @\$45.49	2/3/17-2/5/17	<u>Est Hrly/\$500</u>
		TOTAL ESTABLISHED HOURLY	\$3,000

Comment: Chaperone 8<sup>th</sup> Grade Science Trip  
01-Formula

Beeman-Solano, Amy	15.39 hrs @\$45.49	1/22/17-1/27/17	Est Hrly/\$700
Cowgill, Elizabeth	15.39 hrs @\$45.49	1/22/17-1/27/17	Est Hrly/\$700
Guirguis, Mariam	15.39 hrs @\$45.49	1/22/17-1/27/17	Est Hrly/\$700
Jarvis, Andrea	15.39 hrs @\$45.49	1/22/17-1/27/17	Est Hrly/\$700
Karaiakoubian, Paul	15.39 hrs @\$45.49	1/22/17-1/27/17	Est Hrly/\$700
Reynolds, Collin	15.39 hrs @\$45.49	1/22/17-1/27/17	Est Hrly/\$700
Sever, Pamela	15.39 hrs @\$45.49	1/22/17-1/27/17	<u>Est Hrly/\$700</u>
		TOTAL ESTABLISHED HOURLY	\$4,900

Comment: Chaperone 7<sup>th</sup> Grade Science Trip  
01-Formula

CABRILLO ELEMENTARY SCHOOL

Levy, Nancy	8.5 hrs @\$45.49	9/9/16-6/10/17	Est Hrly/\$387
McCullum, Connie	4.0 hrs @\$45.49	10/4/16-6/10/17	Est Hrly/\$182
Russell, Heather	4.0 hrs @\$45.49	9/9/16-6/10/17	Est Hrly/\$182
Siegel, Julie	6.5 hrs @\$45.49	9/9/16-6/10/17	Est Hrly/\$296
Weinstock, Cyndie	6.5 hrs @\$45.49	9/9/16-6/10/17	<u>Est Hrly/\$296</u>
		TOTAL ESTABLISHED HOURLY	\$1,943

Comment: Professional Development Team Meetings  
01-IASA: Title II Teacher Quality

CHILD DEVELOPMENT SERVICES

Barreras-Graciano, Laura	7.25 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$132
Bursey, Doris	4.00 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 73
Cueva, Leonardo	7.25 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$132
Gutierrez, Sofia	12.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$228
Lockwood, Silvia	10.00 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$182
McKnight, Elizabeth	5.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$100
Mercier, Alisha	13.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$246
Patton, Roxanna	4.00 hrs @\$18.21	11/1/13-11/1/16	<u>Est Hrly/\$ 73</u>
		TOTAL ESTABLISHED HOURLY	\$1,166

Comment: Class Coverage  
12-CA State Preschool Prog

Cade, LaTranee	1.34 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 24
Castellon, Emma	14.13 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$257
Conway, Kenyatta	3.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 64
De Leon, Adrian	9.67 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$176
Douglas, Jennifer	1.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 27
Garrett, Chekessa	3.35 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 61
Gheewala, Nasreen	5.84 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$106
Jaye, Susan	3.35 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 61
Justis, Vicki	22.16 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$404
Langley, Zoe	21.00 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$382
Morales, Ismael	4.68 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 85
Prinz, Leah	13.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$246
Singleton, Monique	13.50 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$246
Smith, LaTonya	2.00 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 36
Watts, Lada	13.36 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$243
Yadegari, Sholeh	2.01 hrs @\$18.21	11/1/13-11/1/16	Est Hrly/\$ 37
<b>TOTAL ESTABLISHED HOURLY</b>			<b>\$2,455</b>

Comment: Class Coverage  
12-Unrestricted Resource

**EDISON ELEMENTARY SCHOOL**

Alvarez, Judith	4 hrs @\$45.49	1/9/17-6/9/17	Est Hrly/\$182
Boxer, Lorissa	4 hrs @\$45.49	1/9/17-6/9/17	Est Hrly/\$182
Cervantes, Hayde	4 hrs @\$45.49	1/9/17-6/9/17	Est Hrly/\$182
Naranjo, Rocio	4 hrs @\$45.49	1/9/17-6/9/17	Est Hrly/\$182
Salmaggi, Aileen	4 hrs @\$45.49	1/9/17-6/9/17	Est Hrly/\$182
Williams, Alma	4 hrs @\$45.49	1/9/17-6/9/17	Est Hrly/\$182
<b>TOTAL ESTABLISHED HOURLY</b>			<b>\$1,092</b>

Comment: Cotsen Book Club  
01-SMMEF Stretch Grant

**LINCOLN MIDDLE SCHOOL**

Burns, Jennifer	2.5 hrs @\$45.49	1/23/17-1/31/17	Est Hrly/\$114
Hoffman, Beth	2.5 hrs @\$45.49	1/23/17-1/31/17	Est Hrly/\$114
McCoy, Amanda	2.5 hrs @\$45.49	1/23/17-1/31/17	Est Hrly/\$114
Palumbus, Elizabeth	2.5 hrs @\$45.49	1/23/17-1/31/17	Est Hrly/\$114
Moe, Rosalynn	5.0 hrs @\$45.49	1/23/17-1/31/17	Est Hrly/\$227
<b>TOTAL ESTABLISHED HOURLY</b>			<b>\$683</b>

Comment: Middle School Presentations at Elementary Schools  
01-Formula

**SPECIAL EDUCATION**

Gidanian, Orah	20 hrs @\$45.49	10/27/16-6/9/17	Est Hrly/\$910
<b>TOTAL ESTABLISHED HOURLY</b>			<b>\$910</b>

Comment: Extra Hours for Assessments and Training  
01-Special Education

**ADDITIONAL ASSIGNMENT – EXTENDED DUTY UNITS**

**SANTA MONICA HIGH SCHOOL**

<u>Name</u>	<u>Rate</u>	<u>Assignment</u>	<u>Effective</u>	<u>Not to Exceed</u>
Sakow, Terry	10.74 EDU	Band	8/16-12/16	\$3,104
<b>TOTAL EDUS</b>				<b>\$3,104</b>

**TOTAL ESTABLISHED HOURLY, AND OWN DAILY = \$ 27,967**

**NEW HIRES**

**PROBATIONARY CONTRACTS**

<u>Name/Assignment/Location</u>	<u>Not to Exceed</u>	<u>Effective</u>
Aiken, Jason/Math/Physics Santa Monica High School	100%	1/20/17



Hoffman, Ryan Santa Monica HS	2/14/17-2/20/17 [Medical/FMLA/CFRA] (extension of dates from 2/2/17 Agenda)
Khalili, Lily Rogers Elementary	2/21/17-4/28/17 [Medical Maternity]
Kingsley-Scott, Janis Santa Monica HS	2/1/17-3/1/17 [Medical/FMLA/CFRA]
Marcos, Eric Lincoln MS	1/9/17-2/3/17 [Medical/FMLA/CFRA]
Martinez, Emelita Child Develop Svcs/Rogers	1/9/17-1/31/17 [FMLA/CFRA]
Mauck, Rachel Grant Elementary	2/21/17-4/18/17 [Medical Maternity/FMLA]
Mauck, Rachel Grant Elementary	4/19/17-5/26/17 [CFRA]
Nitti, Anna Roosevelt Elementary	2/3/17-4/17/17 [Medical Maternity/FMLA]
Papale, Jacqueline Rogers Elementary	1/17/17-2/3/17 [Catastrophic]

**LEAVE OF ABSENCE (without pay)**

<u>Name/Location</u>	<u>Effective</u>
Goldberg, Sharon Roosevelt Elementary	6/2/17-6/9/17 [Child Care]

**RESIGNATION**

<u>Name/Location</u>	<u>Effective</u>
Chung, Ngoc Hanh (Alice) Child Develop Svcs	2/10/17

Blevins, Ann Substitute Teacher/Human Resources	2/6/17
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**RETIREMENT**

<u>Name/Location</u>	<u>Effective</u>
Dunn, Margo Pt Dume Elementary	6/30/17

Johnson, Cynthia Pt Dume Elementary	6/30/17
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Sachs, Teri Lincoln Middle School	6/9/17
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MOTION MADE BY:  
 SECONDED BY:  
 STUDENT ADVISORY VOTE:  
 AYES:  
 NOES:  
 ABSENT:

TO: BOARD OF EDUCATION  
 FROM: BEN DRATI / MARK KELLY / MICHAEL COOL  
 RE: CLASSIFIED PERSONNEL – MERIT

ACTION/CONSENT  
 02/16/17

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.

<b><u>NEW HIRES</u></b>		<b><u>EFFECTIVE DATE</u></b>
Badjelan, Golnar Grant ES	Instructional Assistant – Classroom 3 Hrs/SY/Range: 18 Step: B	2/1/17
Davis, Luke, Jr. Special Ed-Santa Monica HS	Paraeducator-3 6.4 Hrs/SY/Range: 26 Step: B	12/1/16
Johnson, Dolores Special Ed-Rogers ES	Paraeducator-1 6 Hrs/SY/Range: 20 Step: A	2/1/17
Kravets, Melissa Grant ES	Instructional Assistant – Classroom 3 Hrs/SY/Range: 18 Step: B	2/1/17
Malina, Caroline CDS-Adams Preschool	Children’s Center Assistant-2 3.5 Hrs/SY/Range: 18 Step: B	2/1/17
Perez, Brittany Special Ed-McKinley ES	Paraeducator-1 4 Hrs/SY/Range: 20 Step: A	2/1/17
Robbins, Marcus Special Ed-SMASH	Paraeducator-1 4 Hrs/SY/Range: 20 Step: A	1/25/17
Robinson, Ayana Rogers ES	Instructional Assistant – Classroom 3 Hrs/SY/Range: 18 Step: B	1/24/17
Russell, Melissa McKinley ES	Administrative Assistant 8 Hrs/10+10/Range: 31 Step: A	1/23/17

<b><u>TEMP/ADDITIONAL ASSIGNMENTS</u></b>		<b><u>EFFECTIVE DATE</u></b>
Avitia-Quintana, Hector Operations-Grant ES	Custodian [overtime; PTA events]	12/16/16-6/9/17
Escobar, Evanny Special Ed-McKinley ES	Paraeducator-1 [additional hours; bus supervision]	12/15/16-6/30/17
Fruchtman, Bettelyn Franklin ES	Administrative Assistant [overtime; clerical support]	1/9/17-6/9/17
Gonzalez, Andrea CDS-Muir ES	Children’s Center Assistant-1 [additional hours; professional development]	10/15/16
Herrera, Zenon Maintenance	Locksmith [overtime; district projects]	12/1/16-6/30/17
Lew, Shawn Operations-Malibu HS	Custodian [overtime; ASB events]	7/1/16-6/30/17



Marland, Tatiana McKinley ES	Instructional Assistant - Classroom [additional hours; professional development]	12/1/16-12/6/16
Marquez, Lilia McKinley ES	Bilingual Community Liaison [overtime; Hispanic Heritage Parent meeting]	10/22/16
Mejia, Laura Special Ed-Muir ES	Paraeducator-1 [additional hours; bus supervision]	12/19/16-6/9/17
Mesrobian, Varso Franklin ES	Senior Office Specialist [overtime; clerical support]	1/9/17-6/9/17
Roller, Yolanda Special Ed-McKinley ES	Paraeducator-2 [overtime; bus supervision]	9/16/16-6/30/17
Shafiey, Mahvash Santa Monica HS	Job Development and Placement Specialist [additional hours; job development]	12/9/16-6/9/17
Terry, Christine Special Ed-McKinley ES	Paraeducator-1 [additional hours; bus supervision]	9/12/16; 10/21/16
Wade, Byron Special Ed-Santa Monica HS	Paraeducator-3 [additional hours; bus supervision]	11/18/16-6/9/17
Wade, Byron Special Ed-Santa Monica HS	Paraeducator-3 [overtime; bus supervision]	11/18/16-6/9/17
Welch, Samantha McKinley ES	Instructional Assistant - Classroom [additional hours; professional development]	12/1/16-12/6/16
Wooden, Chris Facility Use	Custodian [additional hours; Facility Use projects]	12/1/16-6/30/17
Wooden, Chris Facility Use	Custodian [overtime; Facility Use projects]	12/1/16-6/30/17
<b><u>SUBSTITUTES</u></b>		<b><u>EFFECTIVE DATE</u></b>
Castellanos, Joseph Food and Nutrition Services	Stock and Delivery Clerk	1/1/17-6/9/17
Hatch, Ashley Food and Nutrition Services	Stock and Delivery Clerk	1/19/17-6/9/17
Kitchenka, John Food and Nutrition Services	Stock and Delivery Clerk	1/23/17-6/9/17
Lawford, Kevin Facility Use	Swimming Instructor/Lifeguard	1/11/17-6/30/17
Lozano, Jasmine Special Education	Paraeducator-1	1/19/17-6/9/17
Maldonado, Frederick Special Education	Paraeducator-1	1/19/17-6/9/17
McAlpin, Michael District	Campus Security Officer	12/22/16-6/30/17
Newman, Tonnette Special Education	Paraeducator-1	1/19/17-6/9/17

Robinson, Keisha Special Education	Paraeducator-1	1/19/17-6/9/17
Santana, Alyssa Special Education	Paraeducator-1	1/24/17-6/9/17
Schlierman, John, III Educational Services	Instructional Assistant – Physical Education	1/26/17-6/9/17
Stemock, Mark District	Campus Security Officer	1/23/17-6/30/17
Watts, Jackson Facility Use	Swimming Instructor/Lifeguard	1/25/17-6/30/17
Williams, Samuel District	Campus Security Officer	1/20/17-6/30/17

**CHANGE IN ASSIGNMENT**

Daniels, Delone  
Special Ed-Santa Monica HS

Paraeducator-2  
6.5 Hrs/SY  
From: 6 Hrs/SY/Santa Monica HS

**EFFECTIVE DATE**

10/17/16

**INVOLUNTARY TRANSFER**

Bernet, Kenhalo  
Special Ed-Franklin ES

Paraeducator-3  
6 Hrs/SY  
From: 6 Hrs/SY/Special Ed-Lincoln MS

**EFFECTIVE DATE**

1/17/17

**LEAVE OF ABSENCE (PAID)**

Marmolejo, David  
Information Services

Network Engineer  
Intermittent CFRA/FMLA

**EFFECTIVE DATE**

1/23/17-4/17/17

Sanchez, Yolanda  
Muir Elementary

Administrative Assistant  
Medical

12/20/16-1/24/17

Shih, Jennifer  
CDS-Franklin ES

Children’s Center Assistant-2  
Medical

1/23/17-1/29/17

Worthington, Jamie  
Special Ed-Muir ES

Paraeducator-1  
Personal

3/3/17-3/22/17

**LEAVE OF ABSENCE (UNPAID)**

Villa, Maria  
FNS-Adams MS

Cafeteria Worker I  
FMLA

**EFFECTIVE DATE**

1/31/17-2/6/17

**WORKING OUT OF CLASS**

Bakhyt, Peter  
Food and Nutrition Services

Cafeteria Worker II  
From: Cafeteria Worker - Transporter

**EFFECTIVE DATE**

12/1/16-6/9/17

Davis, Jeffrey  
Maintenance

Metal Worker  
From: Carpenter

11/10/16-1/31/17

Fuentes, Mario  
Grounds

Equipment Operator  
From: Gardener

10/24/16-3/15/17

Herschberger, Patsy Food and Nutrition Services	Operations Supervisor From: Administrative Assistant	1/3/17-4/28/17
Krstic, Nadine Special Ed-Santa Monica HS	Paraeducator-3 From: Paraeducator-1	12/16/16-6/9/17
Parker, Stephen Maintenance	Carpenter From: Skilled Maintenance Worker	11/10/16-1/31/17

**RESIGNATION**

Gonzalez, Xavier Operations-Edison ES	Custodian	<b><u>EFFECTIVE DATE</u></b> 1/20/17
Gutierrez, Martha Franklin ES	Senior Office Specialist	12/31/16
Ortiz-Gonzalez, Patricia Health Services-Edison ES	Health Office Specialist	1/20/17
Patino, Daniel Transportation	Vehicle and Equipment Mechanic	1/31/17
Sanchez, Lucas FNS-Adams MS	Cafeteria Worker I	12/23/16
Tate, Wiley Operations-Malibu HS	Custodian	2/3/17

**SUSPENSION WITHOUT PAY**

TQ7792494 Franklin ES		<b><u>EFFECTIVE DATE</u></b> 2/8/17; 2/14/17; 2/22/17; 3/2/17 and 3/15/17
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MOTION MADE BY:  
 SECONDED BY:  
 STUDENT ADVISORY VOTE:  
 AYES:  
 NOES:  
 ABSENT:

TO: BOARD OF EDUCATION  
FROM: BEN DRATI / MARK O. KELLY / MICHAEL COOL  
RE: CLASSIFIED PERSONNEL – NON-MERIT

ACTION/CONSENT  
02/16/17

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.

**NOON SUPERVISION AIDE**

Chavez, Chris	Franklin ES	1/25/17-6/9/17
Hudgins, Priscilla	Roosevelt ES	1/1/17-6/9/17
Orellana, Juana	Grant ES	12/12/16-6/9/17
Pashazadeh, Svetlana	Grant ES	1/12/17-6/9/17

**COACHING ASSISTANT**

Austin, Matthew	Santa Monica HS	1/9/17-6/9/17
Campbell, Leigh	Santa Monica HS	1/9/17-6/9/17
Gray, Brian	Santa Monica HS	1/24/17-6/9/17
Keiser, Benjamin	Santa Monica HS	1/9/17-6/9/17
Nakao, Kaile	Santa Monica HS	1/9/17-6/9/17

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

02/16/17

FROM: BEN DRATI / TERRY DELORIA / MARK O. KELLY

RE: REVISED JOB DESCRIPTION – DIRECTOR OF EARLY LEARNING

RECOMMENDATION NO. A.20

It is recommended that the Board of Education approve the revised job description for Director of Early Learning, currently Director of Child Development Services.

COMMENTS: With the establishment of the Site-based Preschools and a Transitional Kindergarten program, the job description for the Director of Child Development Services requires revision. The new job title is Director of Early Learning, which reflects the Districts' vision for early learning pathways spanning infant care through the transition to kindergarten, site-based programs, as well as elementary after-school programs.

The changes reflect the collaboration between the Child Development Services Department, early learning programs at District school sites and our community partners. Current early learning philosophies and instructional guidelines have been added, as well as an emphasis on preparation for the transition to elementary school. The importance of a comprehensive professional development program for all staff has also been emphasized.

To align this position with other District Director positions, staff recommends that the work days be increased from 220 to 222, and that the salary range move from 63 to 64.

Attached is a revised job description that reflects current District programs, future vision, and updated job responsibilities.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Santa Monica-Malibu Unified School District  
Human Resources Department

CERTIFICATED JOB DESCRIPTION

**DIRECTOR OF EARLY LEARNING**

**DEFINITION:**

Under professional direction of the Assistant Superintendent, Educational Services, the Director of Early Learning shares leadership in the development and implementation of district-wide early learning vision and goals; plans, organizes, manages, and directs the child development services of the district; plans, organizes, coordinates, and manages instructional program design and delivery for child development program students including afterschool care; provides professional development activities for the Child Development Department faculty and staff; is responsible for the recruitment and evaluation of faculty and staff; assists in the planning, development and implementation of local, state and federal mandates related to child development services; and performs other related functions as directed.

**DISTINGUISHING CHARACTERISTICS**

This position classification requires subject matter expertise in research-based educational programs, curriculum and instructional strategies, early learning, child development and child care, and budgetary allocation and management. Directly-related administrative experience is necessary to manage the District's child development programs and services. The job requires the ability to analyze, develop and offer alternative problem solutions to curriculum and instruction issues and concerns. The position classification has executive management responsibility for planning, assigning, reviewing, and evaluating the quality and quantity of work of staff, as well as technical and clerical employees. The Director or Early Learning frequently meets with teachers, site leaders, other certificated staff, support and administrative personnel, and community partners to advance the District's vision for early learning pathways.

**EXAMPLES OF DUTIES:**

- Executes the Board's vision of neighborhood preschools;
- Directs the entire child development program, including, but not limited to, Head Start and California State Preschool;
- Implements the policies established for the various programs;
- Supervises and directs personnel;
- Develops program budgets and recommends the expenditure of funds in accordance with District policy;
- Reviews and approves staff timesheets, purchase orders, and work orders;
- Employs appropriate technology to enhance classroom instruction;
- Oversees the development and implementation of early learning curriculum;
- Negotiates leases and monitors provisions at various sites;
- Assists principals with managing a successful early learning program, including the District's Seaside Preschools and Bridges Transitional Kindergarten.
- Serves as a liaison between the Child Development Department and the elementary schools, between the District and the community, and to the City of Santa Monica Human Services Department;
- Participates and provides leadership in advisory committees/councils;
- Performs other related duties as assigned.

## **QUALIFICATIONS:**

### Knowledge of:

1. Principles, practices, trends, goals and objectives of public education, especially in a diverse community;
2. Reggio Emilia preschool philosophy, STEAM, California's Preschool Foundations Framework and cognitively-guided instruction;
3. Needs of English Language Learners;
4. Kindergarten readiness skills;
5. Philosophical, educational, fiscal, personnel and legal aspects affecting a school district operation and child development services;
6. Organization, management, planning, and evaluation strategies, techniques and procedures;
7. Curriculum and instruction design and delivery systems, including audit and evaluation processes which determine process effectiveness;
8. Current research in the area of early childhood education and development;
9. Instructional program, function, and activity planning, forecasting, projecting, auditing and managing a variety of information and data management, storage, retrieval and dissemination systems;
10. Culturally-relevant learning and instructional practices;
11. Research and development strategies, processes, and techniques;
12. Human relationship, conflict resolution strategies and procedures, and team management building methods and techniques;
13. Instructional support programs, functions and activities;
14. Capacity building and collaboration with community partners.

### Ability to:

1. Plan, organize, coordinate and direct the District's child development programs and services;
2. Align the early learning curriculum and pedagogy from preschool through first grade;
3. Plan, organize, develop and implement child development services budget planning, and expenditure control processes and procedures;
4. Develop a comprehensive professional development program that supports staff in preschool and afterschool programs;
5. Foster a culture of teamwork and collaboration among classroom teams and Child Development Department office staff;
6. Demonstrate leadership qualities and utilize motivational techniques and strategies in the development of an operational instructional mode that is cost effective and cost beneficial;
7. Evaluate and analyze complex problems, issues and concerns, and recommend appropriate alternative solutions, and make effective and timely decisions;
8. Communicate effectively in oral and written form to a broad range of individuals and groups;
9. Establish and maintain cooperative organizational, public and educational community relationships;
10. Use word processing, spreadsheet, database, and presentation software.

## **EXPERIENCE AND EDUCATION:**

- Five years of teaching experience; preschool or early elementary grades preferred;
- Minimum of two years of experience in a supervisory role in an educational setting;
- Master's degree or higher, preferred;
- Possess, or qualify for, a valid Child Development Program Director Permit, California Administrative Services Credential, or other permit or credential that authorizes service in supervision and administration of multiple children's center sites.
- Background and experience in early childhood or early elementary education;
- Experience working in a multi-ethnic community with children from diverse backgrounds;
- Successful demonstration of strong organizational and communication skills.

## **CERTIFICATION, LICENSES AND CONDITIONS:**

### **Certification Requirements**

Possess, or qualify for, a valid Child Development Program Director Permit, California Administrative Services Credential, or other permit or credential that authorizes service in supervision and administration of multiple children's center sites.

Possession a valid California license authorizing the operation of a motor vehicle.

### **Condition of Employment**

Insurability by the District's liability insurance carrier.

## **PHYSICAL REQUIREMENTS AND WORKING CONDITIONS:**

- Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job
- This is a sedentary position classification with light work that involves sitting a portion of the time, and includes walking and standing for extended periods
- Requires the mobility to stand, stoop, balance, reach, kneel and bend. Requires mobility of arms to reach and dexterity of hands and fingers needed to operate a computer keyboard
- May require the need to push, pull or lift up to 20 pounds
- The job also requires the accurate perceiving of sound, near and far vision, depth perception, handling and working with educational materials and objects, and providing oral information and direction.

This position is 222 work days, and is paid at Range 64 on the SMMUSD Certificated Management Salary Schedule.

Approved  
Board of Education:

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## **STUDY SESSION**

TO: BOARD OF EDUCATION

STUDY SESSION

02/16/17

FROM: BEN DRATI

RE: LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) 2017-2020:  
DESIGN AND PROCESS

STUDY SESSION NO. S.01

**Background**

Beginning with implementation of the Local Control Funding Formula (LCFF) in 2013-2014, all districts are required to prepare a three-year Local Control and Accountability Plan (LCAP) that describes how they intend to meet annual goals for all pupils, with specific activities to address state and local priorities. Through the LCAP, districts must explain how they will expend supplemental and concentration funds in the LCAP year, as well as how any proposed uses of these funds will support services that “are principally directed towards, and are effective in, meeting the goals for its unduplicated pupils.”

**Overview of LCAP Design**

Over the past three years, the district LCAP has evolved significantly, through an intense process of outreach toward and input from community stakeholders. In the prior LCAP cycle, twenty-seven (27) goals were created and/or revised. This year’s plan has reorganized the twenty-seven goals into four goals to promote clarity and transparency. This year, the Santa Monica-Malibu Unified School District is engaged in the fourth iteration of the LCAP. Goals for 2017-2020 LCAP will be refined to become more measurable and ensure opportunities for progress monitoring during subsequent cycles, particularly within each grade span, from early childhood through high school. Furthermore, actions and services designed to improve academic and learning outcomes will clearly and deliberately outline the focus on improvement for unduplicated students (English learners, low-income students and foster youth), specifically.

Structurally, the LCAP design will transition to a new state template, which should allow for greater transparency and ease of use. The current and revised plan components are as follows:

Current LCAP Template	Revised LCAP Template
1. Section 1- Stakeholder Engagement 2. Section 2- Goals, Actions, Expenditures, and Progress Indicators 3. Annual Update 4. Section 3- Use of Supplemental and Concentration Grant Funds and Proportionality	1. Plan Summary 2. Annual Update 3. Stakeholder Engagement 4. Goals, Actions and Services 5. Demonstration of Increased or Improved Services for Unduplicated Pupils

*(continued on next page)*

## LCAP Development, Process and Timeline

The table below captures the tentative process and timeline district staff will undertake to develop the 2017-2020 LCAP.

Phases & Actions	Timeline
<p><b>Phase I: Annual Update and Needs Assessment</b></p> <ul style="list-style-type: none"> <li>• Annual Update on goals and actions of 2015-2016 LCAP</li> <li>• Analysis and interpretation of major trends in student outcomes</li> <li>• Report on LCAP metrics associated with student-level outcomes; discussion of LCAP Indicator Report</li> </ul>	<p>November 2016 through March 2017</p>
<p><b>Phase 2: Community Engagement and Consultation</b></p> <ul style="list-style-type: none"> <li>• Outreach, engagement and consultation of Annual Update and needs assessment with <u>district committees and bargaining units</u>, including, but not limited to:               <ul style="list-style-type: none"> <li>○ LCAP District Consultation Committee</li> <li>○ District English Learner Advisory Committee (DELAC)</li> <li>○ Parent Advisory Committee (PAC)</li> <li>○ SMM California Teachers’ Association (SMMCTA)</li> <li>○ Service Employees International Union (SEIU)</li> </ul> </li> <li>• Outreach, engagement and consultation of LCAP Annual Update and needs assessment with <u>school-based committees and groups</u>, including, but not limited to:               <ul style="list-style-type: none"> <li>○ Parents and Families</li> <li>○ Faculty and Staff</li> <li>○ Students</li> <li>○ Community Stakeholders</li> </ul> </li> <li>• Communication will also be conducted through various print and digital media, including district and school websites, e-News, etc.</li> </ul>	<p>October 2017 through March 2017</p>
<p><b>Phase 3: 2017-2020 LCAP Draft</b></p> <ul style="list-style-type: none"> <li>• LCAP District Consultation Committee completes draft version of 2017-2020 LCAP.</li> </ul>	<p>April 2017</p>
<p><b>Phase 4: Community and Advisory Group Feedback on LCAP Draft</b></p> <ul style="list-style-type: none"> <li>• Outreach, engagement and consultation of 2017-2020 LCAP Draft with aforementioned <u>district committees and advisory groups</u>, as well as aforementioned <u>school-based committees and groups</u>.</li> <li>• Conduct regional community meetings to elicit additional input from broader community.</li> <li>• Communication and input will also be conducted through various print and digital media, including district and school websites, e-News, etc.</li> </ul>	<p>April, May 2017</p>
<p><b>Phase 5: Public Hearings and Board Adoption</b></p> <ul style="list-style-type: none"> <li>• Conduct public meetings               <ul style="list-style-type: none"> <li>○ Board Meeting (Discussion: Budget &amp; LCAP)</li> <li>○ Board Meeting (Public Hearing: Budget &amp; LCAP)</li> <li>○ Board Meeting (Major Action: Approve Budget &amp; LCAP)</li> </ul> </li> </ul>	<p>June 2, 2017, 5:30 June 22, 2017, 4:00 June 29, 2017, 5:30</p>



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

# Local Control Accountability Plan (LCAP): Update, Renewal, Review

Board of Education  
February 16, 2017

LCAP:  
Purpose  
and  
Process



## Local Control Funding Formula (LCFF)

› Greatly simplifies state funding for local educational agencies (LEAs)

The diagram illustrates the LCFF formula as a sum of two components. On the left is the 'Per Student Base Amount', represented by a single red stick figure. This is followed by a plus sign and a box labeled 'ADJUSTMENTS'. Inside this box are two groups of stick figures: three red figures labeled 'Grade Level' and three multi-colored figures (yellow, blue, purple) labeled 'Demographics (Low income, English Learner, and/or Foster Youth)'. To the right of the adjustments box is an equals sign followed by a dollar sign symbol. A blue callout box on the right lists 'Demographic Adjustments' with two categories: 'Supplemental Grant' (Unduplicated count of EL, F/R and Foster Youth) and 'Concentration Grant' (55% and higher unduplicated students).

**Demographic Adjustments:**


- Supplemental Grant*  
Unduplicated count of EL, F/R and Foster Youth
- Concentration Grant*  
55% and higher unduplicated students

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## Review of Annual LCAP Adoption Cycle

1. Consultation: Students, Parents, Staff, Principals, SMMCTA, SEIU (DCC)
2. Feedback: DELAC, Parent Advisory Committee (PAC), DACs, Community
3. Public Hearing
4. Adoption of LCAP and District Budget
5. Submission to LACOE
6. Post to [www.smmusd.org](http://www.smmusd.org)

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<p><b>Quarter 1: Annual Update and Needs Assessment</b></p> <ul style="list-style-type: none"> <li>• Annual Update on goals and actions of 2015-2016 LCAP</li> <li>• Analysis and interpretation of major trends in student outcomes</li> <li>• Report on LCAP metrics associated with student-level outcomes; discussion of LCAP Indicator Report</li> </ul>	September Q1
<p><b>Quarter 2 and 3 Mid Year Update, Engagement, and Report</b></p> <ul style="list-style-type: none"> <li>• Engagement , update and needs assessment with: LCAP Committee , District English Learner Advisory Committee (DELAC), Staff-Special Education Parent Advisory Committee (SSPAC), Students, Parents, Faculty and staff, Principals, Local bargaining units, School Board</li> </ul>	November Q2 March Q3
<p><b>Phase 4: Community and Advisory Group Consultation on LCAP Draft</b></p> <ul style="list-style-type: none"> <li>• Outreach, engagement and consultation of 2018-2020 LCAP Draft with aforementioned <u>district committees and advisory groups</u>, as well as aforementioned <u>school-based committees and groups</u>.</li> <li>• Conduct regional community meetings to elicit additional input from broader community. (Malibu, Lincoln, Adams pathways)</li> <li>• Communication and input will also be conducted through various print and digital media, including district and school websites, e-News, etc.</li> <li>• Single Plan For Student Achievement Presentations to the school board. (commence 2018-19 school year)</li> <li>• A self study of school culture followed by stake holder affirmation of the work and recommendations to staff on next steps. This concept will require the use of common language and understanding of work that demonstrates excellence through equity. This will also be a staggered approach with the schools selected to undergo a self study.</li> </ul>	May - June Q4



## Mapping State Priorities to SMMUSD LCAP Goals

State LCAP Priorities	SMMUSD LCAP Goals
1. Basic Conditions	1. CA Standards & Assessments: 1, 2, 4, 8
2. CA Standards	2. College and Career Readiness: 4, 5, 7, 8
3. Parent Engagement	3. English Learners: 2, 4, 8
4. Pupil Achievement	4. Culture and Climate: 1, 3, 5, 6
5. Pupil Engagement	
6. School Climate	
7. Course of Study	
8. (Other) Pupil Outcomes	

## Annual Update: 2016-17 Progress and Future Needs

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### Goal 1 Progress: CA Standards and Assessments



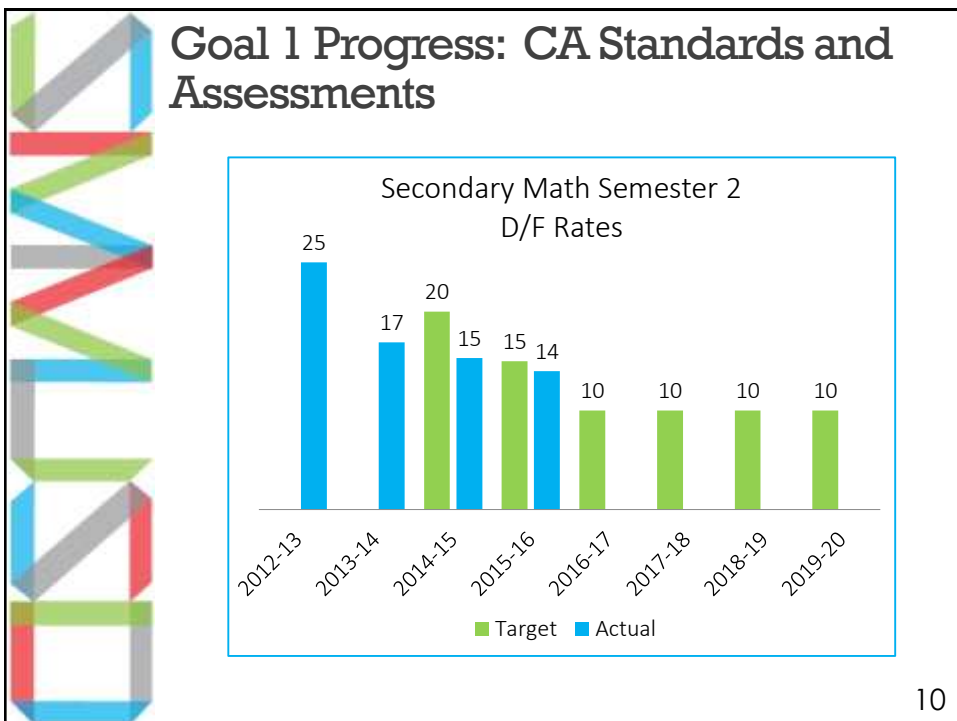
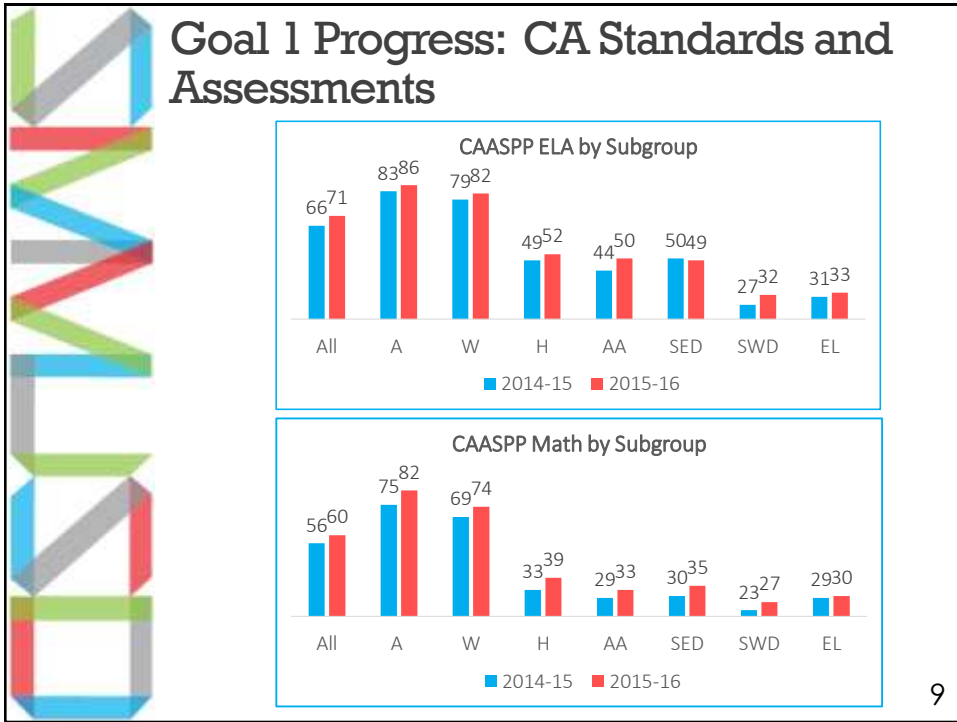
#### Accomplishments

- All students have standards-aligned textbooks in math
- Nearly all students have standards-aligned textbooks in ELA/ELD per the cycle below
- 2014: MS Math
- 2015: ES, HS Math; ES PE
- 2016: HS ELA/ERWC
- 2017: ES ELA/ELD

#### Needs

- Need to speed up the textbook adoption cycle below to align with the state's curriculum timeline
- 2018: MS ELA/ELD; HS NGSS
- 2019: MS ES NGSS
- 2020: HS History
- 2021: ES, MS History
- 2022: MS, HS Foreign Language

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## Goal 1 Progress: CA Standards and Assessments

### Accomplishments

- Teachers consult curriculum guides in ELA/math to ensure coherence on what students are to learn
- Literacy and math coaches support classroom teachers
- RTI in literacy is in place for TK-5
- Summer school provides targeted support in ELA and math for grades 1 – 7
- Trained assistants support students in TK-5
- Summer school provided a flexible schedule that targeted the needs of individual students in middle school math

### Needs

- Broaden coaching support to middle schools and Olympic
- Implement interim assessments in ELA and math and provide release time for teachers to review data
- Develop a plan for RTI in math
- Increase time for PLC teams to plan and review student work
- Develop a systematic system of academic support for students in grades 7-12

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## Goal 2 Progress: College and Career Readiness

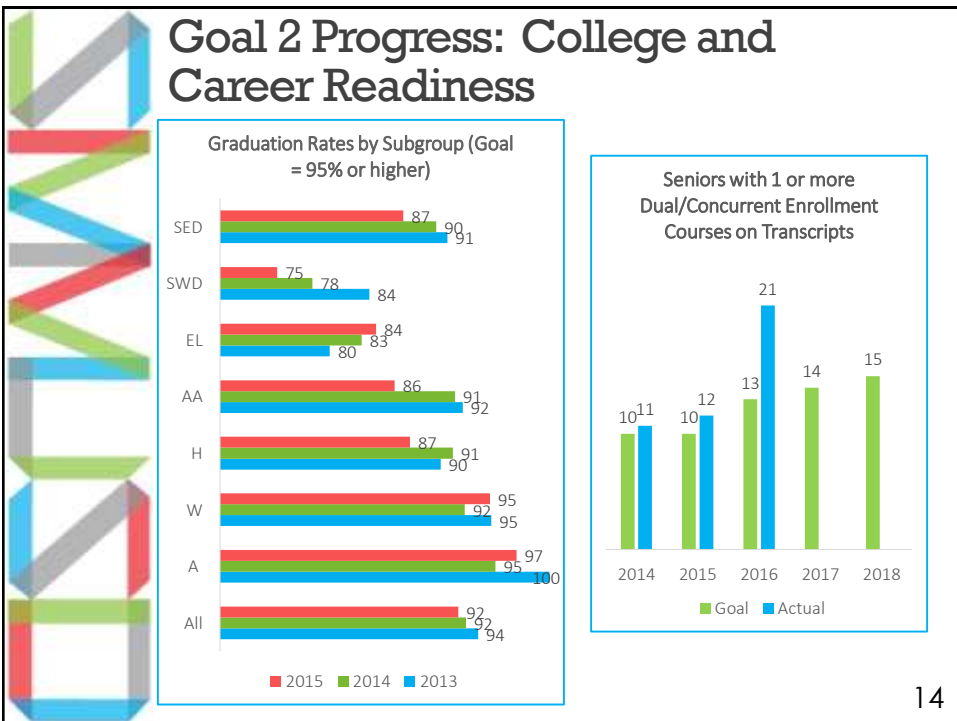
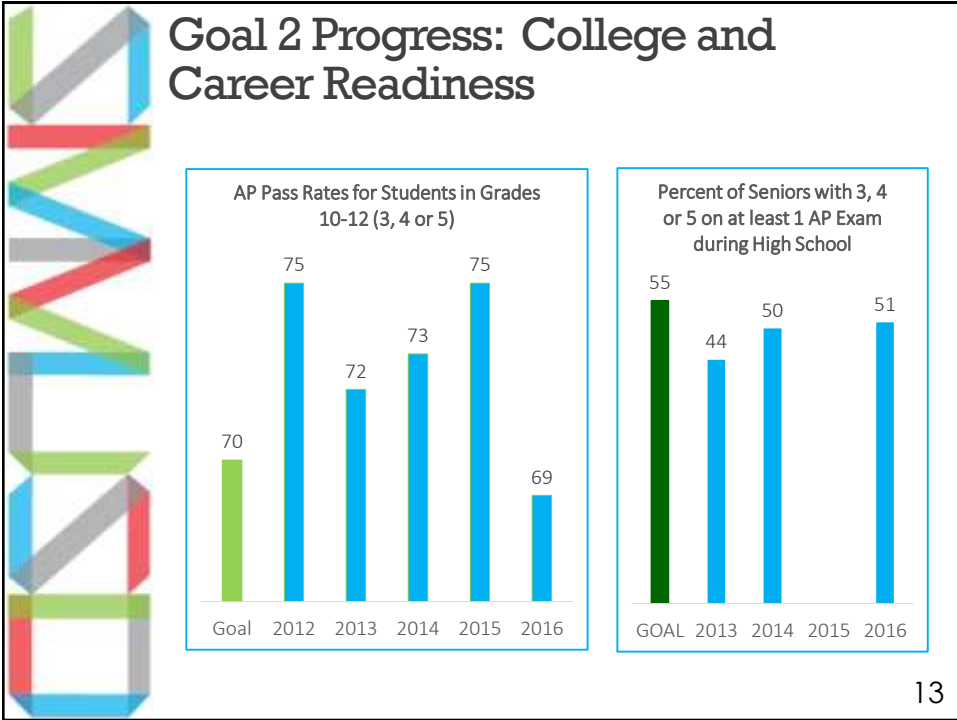
### A-G Rate Trends by Subgroup

Subgroup	2013	2014	2015
All	68	72	79
A	75	81	95
W	71	78	85
H	63	65	72
AA	52	45	52
SED	57	67	66
EL	22	21	33

### College and Career Readiness Trends

Year	Subject	Not Ready	Not Yet Ready	Conditionally Ready	Ready for College
2014-15	ELA	15	21	33	31
	Math	33	20	26	41
2015-16	ELA	10	25	32	33
	Math	25	26	28	22

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## Goal 2 Progress: College and Career Readiness

### Accomplishments

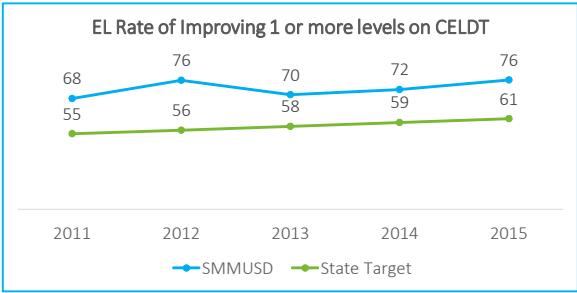
- AVID and Young Collegians support students
- All 10<sup>th</sup> grade students take the PSAT on a school day
- Senior remedies are in place in ELA for students who are not college-ready
- Students can recover credits or improve a-g course grades during summer school
- Students have access to financial assistance for costs of AP tests
- Students have increased access to free dual enrollment courses
- Students have access to CTE pathways

### Needs

- Develop senior remedies in math for students who are not yet college-ready
- Develop a system of early warning indicators to support graduation rates
- Increase parent understanding of college and career readiness PreK-12

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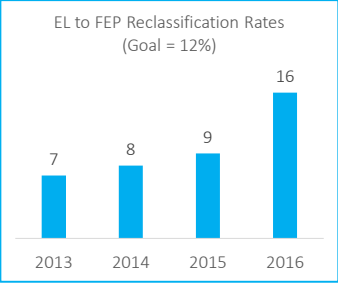
## Goal 3 Progress: English Learners



**EL Rate of Improving 1 or more levels on CELDT**

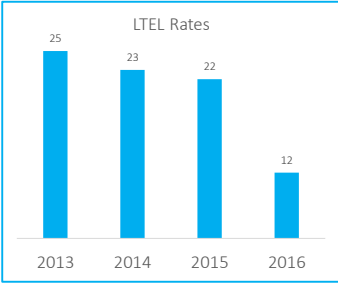
Year	SMMUSD	State Target
2011	68	55
2012	76	56
2013	70	58
2014	72	59
2015	76	61

### EL to FEP Reclassification Rates (Goal = 12%)



Year	Rate
2013	7
2014	8
2015	9
2016	16

### LTEL Rates



Year	Rate
2013	25
2014	23
2015	22
2016	12

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## Goal 3 Progress: English Learners

### Accomplishments

- A Coordinator of Literacy and Language supports teachers in serving ELs
- The school year is extended for ELs
- Literacy coaches assist classroom teachers support ELs in TK-5
- Literacy and Language Interventionists provide additional support to ELs in TK-5
- Secondary schools provide targeted support during the school day to LTELs

### Needs

- Embed ELD standards in curriculum guides
- Train teachers in designated and integrated ELD
- Develop ELD curriculum guides to assist teachers in planning designated ELD
- Develop ELD interim assessments and provide teachers with release time to review data and plan.
- Align reclassification data with appropriate, rigorous metrics

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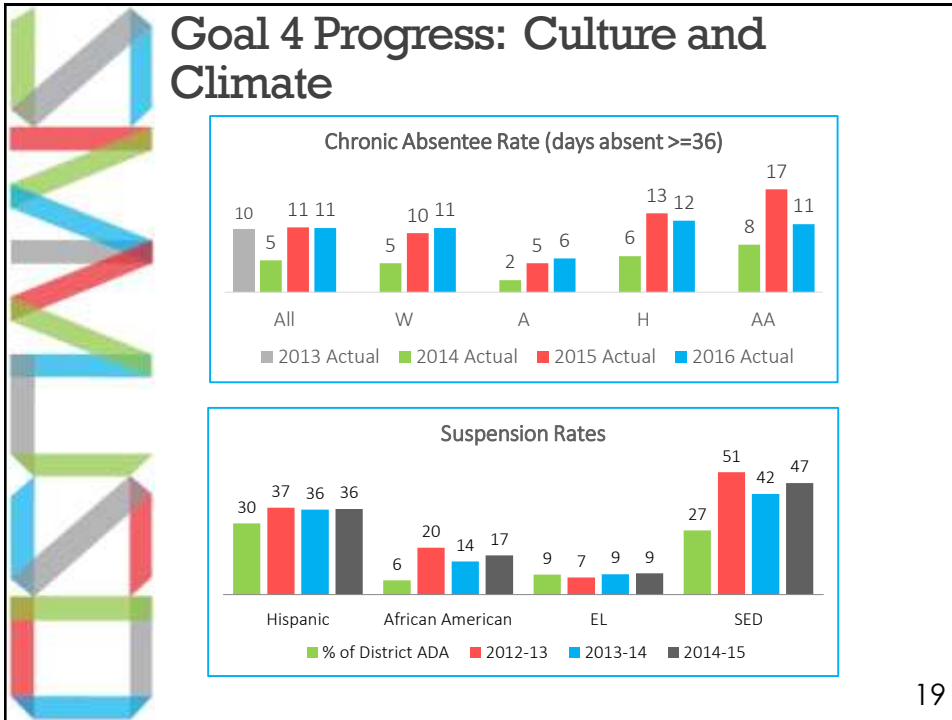
## Goal 4 Progress: Culture and Climate

Schools' Fit Inspection Tool (FIT) by Overall Rating  
(Cleanliness and Maintenance)

Year	Fair	Good	Exemplary	Total
Fall 2013	6	9	1	16
Fall 2014	8	7	1	16
Fall 2015	4	11	1	16
Fall 2016	2	13	1	21

Legend: Fair (Red), Good (Blue), Exemplary (Green)

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## Goal 4 Progress: Culture and Climate

**Accomplishments**

- Windows, Paint and Floors
- Bilingual Community Liaisons supports families
- A mental health casework leverages district and community services
- Schools provide mental health services to students through district or city resources at no or low cost
- Considerable training has increased the use of alternative means of correction
- Schools are implementing Olweus and/or restorative programs
- The Coordinator of Student and Family engagement supports schools in increasing involvement.

**Needs**

- Develop early warning indicators and appropriate response systems
- Implement interim and school metrics for monitoring attendance and suspensions throughout the school year
- Develop a community campaign around the importance of good attendance




 A decorative graphic on the left side of slide 22, consisting of overlapping, colorful geometric shapes in shades of blue, green, red, and grey, similar to the one on slide 21.
 

## LCAP 2017-2020: Summary of Key Process Changes

- Consolidated 27 goals into 4
- Build school leadership capacity: Principals, SLTs, and PLC Teams
- Implement lead, lag and student success metrics
- Establish LCAP as the one “Excellence through Equity” Plan
- Align LCAP and SPSA processes

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## Discussion


SMMUSD LCAP Goals

1. CA Standards & Assessments
2. College and Career Readiness
3. English Learners
4. Culture and Climate

Questions

- Based on the progress made, what adjustments or additions would you recommend for consideration?
- Specifically, what adjustments or additions would recommend for English Learners, students on F/R meals and foster youth?

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## Your Feedback

Please provide your feedback by clicking on the at:

Survey Link On District Home Page

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Questions?

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## **DISCUSSION ITEMS**

TO: BOARD OF EDUCATION

DISCUSSION

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / MARIA LEON-VAZQUEZ /  
OSCAR DE LA TORRE / RICHARD TAHVILDARAN-JESSWEIN

7:00pm

RE: PROJECT LABOR AGREEMENT (PLA) BETWEEN THE LOS ANGELES/  
ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

DISCUSSION ITEM NO. D.01

The Staff and the Board Subcommittee recommend approval of the Project Labor Agreement negotiated with the Los Angeles/Orange Counties Building and Construction Trades Council.

The Board of Education directed staff to begin negotiations with the LA/Orange Counties Building and Construction Trades Council (Union) after receiving information from both the Union and district staff on April 16, 2015. In order to proceed with these negotiations, staff requested and the Board approved the hiring of Jack Lipton, legal counsel from Burke, Williams & Sorensen, LLP. To support staff in this process, the Board also appointed a Board subcommittee. Members of this subcommittee include: Ms. Leon-Vazquez, Mr. de la Torre and Dr. Tahvildaran-Jesswein. District staff that have been active in these negotiations include: Jan Maez, Associate Superintendent, Business Services; Evan Bartelheim, Director of Assessment, Research and Evaluation; and Steve Massetti, Bond Program Manager/Consultant. Over the course of more than two years, there have been many meetings between Union representatives and district staff, correspondence exchanged between the Union and legal counsel, and the exchange of specific provisions of the agreement. The Board subcommittee met on a number of occasions to review progress and provide input and support when necessary.

A Project Labor Agreement (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. 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. The Board gave staff direction to emphasize these same principles in their discussions with the Union. It is clear that the Board's three (3) primary goals in support of the PLA are: 1) the development of a strong pre/apprentice program for SMMUSD students 2) encouraging and supporting local hiring of construction workers, and 3) achieving labor peace that minimizes construction costs. It was with that in mind that staff proceeded during the negotiation process.

Staff has asked Mr. Lipton to present the results of these successful negotiations at this board meeting. He will review the activity between November 2014 through the present and the rationale and direction provided by the Board and supported by the Board subcommittee. He will also provide a detailed description of the final agreements and be available for questions. Mr. Lipton's presentation and the final draft of the agreement may be found at the end of this item.

# **SMMUSD Project Labor Agreement**

**Jack P. Lipton, Ph.D., Esq.  
Senior Partner  
Burke, Williams & Sorensen, LLP  
jlipton@bwsllaw.com**

**Santa Monica-Malibu Unified School District  
Board of Trustees  
February 16, 2017**

burke

## **SMMUSD Project Labor Agreement: Why We Are Here Now**

- Announcement: PLA successfully negotiated.
- Background of negotiations.
- Key provisions.

burke

### **SMMUSD Project Labor Agreement: Background**

- **November 20, 2014:** PLA Board presentation.
- **April 16, 2015:** Board authorized commencement of negotiations of PLA.
- PLA purpose: Establish terms and conditions for workers on construction projects.
- Board Subcommittee: Board members Leon-Vazquez, de la Torre, and Tahvildaran-Jesswein

burke

### **SMMUSD Project Labor Agreement: Negotiation Process**

- Staff: Jan Maez, Steve Massetti, Evan Bartelheim.
- Internal staff meetings.
- Negotiation sessions with Union.
- Meetings with Board Subcommittee.
- Numerous versions/revisions of draft PLA.

burke

### **SMMUSD Project Labor Agreement: Key Provisions**

- Apprenticeship/pre-apprenticeship programs.
- Hiring Local Residents as workers.
- Unions' support in placement of Local Residents who complete apprenticeship program.
- Local Businesses as contractors.
- Hiring veterans as workers.
- Dispute resolution procedures.
- Sufficient numbers of skilled workers.

burke

### **SMMUSD Project Labor Agreement: Local Hiring**

- **Section 4.5 (p. 10):** Local hiring.
  - Ultimate goal of 30%.
  - Half from the 90404 and 90405 zip codes.
- **Section 22.1 (p. 29):** Opportunities for Local Residents.
- **Section 2.3 (p. 4):** Local Businesses as contractors and suppliers.

burke

### **SMMUSD Project Labor Agreement: Apprentices**

- Gateway of opportunity.
- **Section 15.1 (p. 25):** District's Career Technical Education Committee.
- **Section 15.2(f) (p. 26):** Pre-apprenticeships.
  - "The Unions agree to cooperate with the District in the development of a pre-apprenticeship program directed towards the training and eventual employment of District students and alumni in trades."

burke

### **SMMUSD Project Labor Agreement: Labor Peace**

- **Sections 2.6 (p. 5):** Procedures for peaceful resolution of disputes.
- **Section 2.7 (p. 5):** Unions' assistance in maintaining labor peace.
- **Section 8.1 (p. 16):** Work stoppages or disruptive activity not permitted.
- **Section 11.1 (p. 22):** Cooperation and harmony on work sites.
- **Section 18.1 (p. 28):** Labor-management committee.

burke

### **SMMUSD Project Labor Agreement: “Transitional Workers”**

- **Section 4.6 (p. 10):** 5% goal.
- Transitional workers include:
  - Homeless.
  - Single parent.
  - On public assistance.
  - No GED or high school diploma.
  - Unemployed for 3+ months.
  - Low income.

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### **SMMUSD Project Labor Agreement: Veterans**

- **Section 4.7 (p. 11):** Veterans.
  - Goal of 5%.
  - “Helmets-to-Hardhats” Program.

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### **SMMUSD Project Labor Agreement: Other Important Provisions:**

- **Section 4.3 (p. 9):** Referral of skilled workers from union halls.
- **Section 4.4 (p. 9):** No unlawful discrimination in hiring.
- **Section 11.3 (p. 23):** Grievance process.

burke

### **SMMUSD Project Labor Agreement: Signatories**

- Board approval.
- Building & Construction Trades Council.
- Individual Unions.
- Contractors not parties, but bound to PLA.

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## SMMUSD Project Labor Agreement: Projects

- Malibu Middle and High School Library/ Administration Building.
- Malibu Middle and High School Building E Replacement.
- John Adams Middle School Performing Arts Complex.
- **Section 23.1 (p. 30):** “At its sole discretion, and upon consideration of compliance with provisions of this Agreement pertaining to Local Residents, Local Businesses, and Apprentices, the District may add additional projects to this Agreement, with the consent of the other Parties.”

burke

## SMMUSD Project Labor Agreement

Jack P. Lipton, Ph.D., Esq.  
Senior Partner  
Burke, Williams & Sorensen, LLP  
jlipton@bwslaw.com

Santa Monica-Malibu Unified School District  
Board of Trustees  
February 16, 2017

burke

**PROJECT LABOR AGREEMENT**

**BY AND BETWEEN**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**AND**

**LOS ANGELES/ ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL**

**AND**

**THE SIGNATORY CRAFT UNIONS AND COUNCILS  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PROJECT LABOR AGREEMENT**

## **ARTICLE 1 INTRODUCTION AND DEFINITIONS**

This Project Labor Agreement (hereinafter, "Agreement") is entered into this 2nd day of March 2017, by and between Santa Monica-Malibu Unified School District (hereinafter the "District"), the Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter the "Council"), and the signatory Craft Unions and District Councils (hereinafter together with the Council, collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the District and for the craft employees represented by the Unions engaged in the District's Projects more fully described in this Agreement. The District and the Unions are hereinafter referred to as "Parties."

The Parties understand that Project Work will be contracted only to Contractors who agree to execute and be bound by the terms of this Agreement, through the Letter of Assent (a form of which is attached as Attachment "A"), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for every contract for Project Work to be awarded by the District.

The District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to the Parties, the Contractors, crafts persons working under it, and the residents and students of the District. The District shall therefore designate a "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; to assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and, to otherwise implement and administer this Agreement.

The term "Apprentice," as used in this Agreement, means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Apprenticeship Programs," as used in this Agreement, means a Joint Labor Management administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The terms "Contractor" or "Contractors," as used in this Agreement, includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent contractor has entered into a contract with the District with respect to the Project Work, or with another contractor as a subcontractor of whatever tier utilized by a Contractor for Project Work.

The term "Letter of Assent," as used in this Agreement, means the document that each Contractor must sign and submit to the Project Labor Coordinator and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements, and conditions of this Agreement, in the letter attached hereto as Attachment "A."

The terms “Project,” “Projects,” and “Project Work,” as used in this Agreement, means the District’s construction, demolition, renovation, replacement, upgrade, and retrofit to be performed, as more fully described in Section 3.2.

The term “CBAs,” as used in this Agreement, means the local collective bargaining agreements of the Unions having jurisdiction over the Project Work and which have signed this Agreement.

The term “Subscription Agreement,” as used in this Agreement, means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the CBAs.

The term “Local Resident,” as used in this Agreement, is as defined in Section 4.5(a).

The term “Local Business,” as used in this Agreement, means a business with an office or place of business within the District’s geographical boundaries.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of Article titles and Section headings are for information only, and carry no legal significance.

This Agreement is conditioned upon the approval or ratification of each of the Parties, including the District’s Board of Trustees.

## **ARTICLE 2 INTENT AND PURPOSE**

**Section 2.1 Background.** The goal of this Project is to provide new construction, renovation, replacement, upgrade, and retrofit of the District’s campuses so as to provide sufficient facilities and technologies to help educate the District’s students. The District, therefore, wishing to utilize the most modern, efficient, and effective procedures for such construction, renovation, replacement, upgrade, and retrofit, including assurances of a sufficient supply of skilled craft personnel, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, District staff, and the taxpayers of the District to meet the District’s goal that Project Work be completed on time and within budget.

**Section 2.2 Identification and Retention of Skilled Labor and Employment of Local Residents.** The construction of the Project will require large numbers of craft personnel and other supporting workers. The Parties understand and intend to use the opportunities provided by the Project Work to identify and promote, through cooperative efforts, programs, and procedures (which may include, for example, programs to prepare persons for entrance into formal Apprenticeship Programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of Local Residents

in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored Apprenticeship Programs, provide training opportunities for those Local Residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions, and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the demands of the Project Work to be undertaken.

**Section 2.3 Encouragement of Local Businesses.** The Project will provide many opportunities for Local Businesses to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose of encouraging and assisting the participation of Local Businesses in Project Work. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of Local Residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such Local Residents for Apprenticeship Programs and formal employment on the Project through the referral programs sponsored and supported by the Parties. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of Local Businesses and Local Residents.

**Section 2.4 Project Cooperation.** The Parties recognize that the construction to take place under this Agreement may involve unique and special circumstances which may dictate the need for the Parties to develop specific procedures to promote high quality, rapid, and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents and students of the District. The Parties therefore agree that maximum cooperation is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, the Parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the Parties recognize that an act of god or an act of war could require the District to partially or fully suspend Project Work; the Parties shall fully cooperate with any request by the District to redirect their equipment, skills, and expertise to support the District's efforts necessitated by such events.

**Section 2.5 Workers' Compensation Carve-out.** The Parties recognize the potential which the Project may provide for the implementation of a cost-effective workers' compensation system as permitted by *Labor Code* Section 3201.5. Should the District request, the Unions agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers compensation benefits and medical coverage as permitted by law.

**Section 2.6 Peaceful Resolution of All Disputes.** In recognition of the special needs of the Project, and to maintain a spirit of harmony, and labor-management peace and stability, during the term of this Agreement, the Parties agree to establish effective and binding methods for the

settlement of all misunderstandings, disputes, and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdown, or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout or any other action impairing or impeding the Project Work.

**Section 2.7 Assistance in Maintaining Labor Peace.** The District may request good-faith assistance from the Unions to facilitate labor peace at District-owned construction sites. This provision expressly has no application to unions of the District's own employees.

**Section 2.8 Binding Agreement.** The Parties and the Contractors agree to be bound by all of the provisions of this Agreement, and pledge that they will work together to adopt, develop, and implement processes and procedures which are inclusive of Local Residents and Local Businesses.

### **ARTICLE 3 SCOPE OF AGREEMENT**

**Section 3.1 General.** This Agreement shall apply and is limited to all of the Project Work, as specified in Section 3.2, performed by those Contractors of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and which have been designated by the District for construction or rehabilitation.

**Section 3.2 Specific.**

(a) The work covered by this Agreement shall be limited to all demolition, construction, repair, renovation, rehabilitation, upgrade, and improvement work funded by the District's bond programs, which are identified specifically in Attachment "E."

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered by this Agreement.

**Section 3.3** The Parties understand that the District may at any time, and at its sole discretion, determine to build additional buildings, centers, facilities, and other Projects which are not currently proposed, but these projects are not included within this Agreement. Additionally, at its sole discretion, the District may add additional projects to this Agreement at any time, as set forth in Section 23.1.

**Section 3.4 Exclusions.** Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents, administrators, teachers, supervisors, staff engineers, time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory, and management workers;

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site, are within the scope of this Agreement;

(d) All employees and consultants of the District, the Project Labor Coordinator, design teams (including, but not limited to architects, engineers, and master planners), or any other consultants for the District (including, but not limited to, project managers, information technology professionals, and construction managers, and their employees) and their sub-consultants, and other employees of professional service organizations not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Contractor Inspectors and Field Soil Materials Testers (“Inspectors”) are a covered craft under this Agreement. This inclusion for Inspectors applies to the scope of work defined in the State of California Wage Determination for this craft. This also shall specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.” Every Inspector performing under the wage classifications of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Project Work, as defined by this Agreement, shall be performed pursuant to the terms and conditions of this Agreement, regardless of the manner in which the work was awarded. Nothing herein, though, will be construed to include within this Agreement inspectors certified by the Division of State Architects, employed or retained by the District;

(e) Any work performed on, near, leading to, or into a site of Project Work and undertaken by state, county, city, or other governmental bodies or their Contractors, or by public utilities or their Contractors; or by the District or its Contractors (for work which is not otherwise within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) Non-construction support services contracted by the District, the Project Labor Coordinator, or the Contractors in connection with this Project;

(h) Laboratory work for testing.

### **Section 3.5 Awarding of Contracts.**

(a) The District or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors who have been awarded contracts for Project Work shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment “A” hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction subcontract, the Contractor shall provide a copy of this Agreement to each

subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by every provision of this Agreement prior to the commencement of Project Work. No Contractor shall commence Project Work without having first provided an executed copy of the Letter of Assent to the Project Labor Coordinator and to the Council 48 hours before the commencement of Project Work, or within 48 hours after the award of Project Work to that Contractor, whichever occurs later.

(c) The District agrees that to the extent permitted by law, and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment, and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on Projects.

**Section 3.6 Coverage Exception.** This Agreement shall not apply if the District receives funding or assistance from any federal, state, local, or other public entity for a construction contract if a requirement, condition, or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require bidders, contractors, subcontractors, or other persons or entities to enter into an agreement with one or more labor organizations, or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

**Section 3.7 CBAs.**

(a) The provisions of this Agreement, including the CBAs (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area, or national agreement which may conflict with or differ from the terms of this Agreement. However, this Agreement does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement, or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop-checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that provisions of this Agreement dealing with work stoppages and lock-outs, work assignments and jurisdictional disputes, and settlement of grievances and disputes shall apply. It is specifically agreed that no subsequent or successor agreement shall be deemed to have precedence over this Agreement unless signed by all Parties who are then currently employed or represented at the Project.

(b) Where a provision in this Agreement is in conflict with a provision of a CBA, the provisions of this Agreement shall apply. Where a provision of a CBA is not in conflict with this Agreement, that provision of the CBA shall apply. A provision in a CBA is “in conflict with” this Agreement when the specific subject matter or action is described in both the CBA and this Agreement. Any dispute for determining the wages, hours, or working conditions of employees on this Project shall be resolved under the procedures established in Article 11. Should a dispute arise concerning whether a provision in the CBA is in conflict with this Agreement, that dispute shall be submitted to the Joint Administrative Committee (“JAC”), established under Section



18.1, for decision. Should the JAC fail to resolve the issue, the dispute shall be resolved under the Expedited Enforcement Procedure set forth in Section 8.8 of this Agreement.

(c) It is understood that this Agreement, together with the referenced CBAs, constitutes a self-contained, stand-alone agreement, and by virtue of having become bound to this Agreement, the Contractors will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing Project Work (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such does not purport to bind the Contractor beyond the terms and conditions of this Agreement or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Contractors to have each of its subcontractors sign such Subscription Agreement with the appropriate Union prior to the subcontractor beginning Project Work.

**Section 3.8 Binding Signatories Only.** This Agreement shall be binding only on the signatory Parties, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

**Section 3.9 Other District Work.** This Agreement shall be limited to Project Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

**Section 3.10 Separate Liability.** It is understood that the liability of the Contractors and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District and any Contractor.

**Section 3.11 Completed Project Work.** As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out, or warranties functions required by its contract with the District.

## ARTICLE 4 UNION RECOGNITION AND EMPLOYMENT

**Section 4.1 Recognition.** The Contractors recognize the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

**Section 4.2 Contractor Selection of Employees.** The Contractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 4.3 and Section 5.3. The Contractors also shall have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 7.6, provided, however, that such right is exercised in good faith and not

for the purpose of avoiding the Contractors' commitment to employ qualified workers through the procedures endorsed in this Agreement.

**Section 4.3 Referral Procedures.**

(a) For Unions now having a job referral system contained in a CBA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeships, shall be operated so as to consider the goals of the District to encourage employment of Local Residents and utilization of Local Businesses on the Project, and to facilitate the ability of Contractors to meet their employment needs.

The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors, including specific employment obligations to which the Contractor may be legally or contractually obligated; and to refer Apprentices, as requested, to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly Local Residents, for entrance into joint labor/management Apprenticeship Programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction or maintenance work to be undertaken by the District.

(b) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

(c) The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under *Education Code* Section 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the Project site at the request of the District or the Project Labor Coordinator.

**Section 4.4 Non-Discrimination in Referral, Employment, and Contracting.** The Unions and Contractors agree that they will not unlawfully discriminate against any employee or

applicant for employment in hiring and dispatching, such as on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. The Parties, though, will use their best efforts to maximize the utilization of Local Businesses to perform services under this Agreement.

#### **Section 4.5 Employment of Local Residents.**

(a) The Unions and the Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Residents to fulfill the requirements of this Agreement. The Parties agree to support the hiring of workers from the residents of the areas described herein. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified Local Residents. Construction labor hours worked by core employees (as defined in Section 4.8) shall not be included in any consideration or calculation of the total construction labor hours worked on the Project in determining Local Residents goals. The Parties hereby establish the following goals: a goal of 20% of all of the construction labor hours worked on the Project shall be performed by Local Residents during the first year of this Agreement, a goal of 25% during the second year of this Agreement, leading up to a 30% goal during and after the third year of this Agreement. Of this 20% in the first year, 25% in the second year, and 30% during and after the third year, the Parties agree to the following further goals: (i) 50% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within the 90404 and 90405 zip codes; (ii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within other zip codes which overlap the District, as set forth in Attachment “B”; and (iii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within 15 miles of District boundaries, as set forth in Attachment “B.” Local Residents are those individuals who reside in any of these three areas.

(b) To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Employee Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as Attachment “C.” When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral c

(c) The goals set forth in sub-section “a” above shall apply to Contractors transferring existing qualifying employees from another job to work performed on the Project.

(d) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this preference for Local Residents.

**Section 4.6 Recruitment of Transitional Workers.** The Parties establish a goal that 5% of all of the construction hours worked on Project Work shall be from Transitional Workers. “Transitional Worker” means an individual who faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) being unemployed for more than three months; (6) being emancipated from the foster care system; (7) having a household income less than 50% of the Los Angeles County’s median annual household income; or (8) being an Apprentice with less than 15% of the apprenticeship hours required to graduate to journeyperson

level. Transitional Workers also may be counted as Local Residents under Section 4.5(b) and Veterans under Section 4.7(a) if they otherwise qualify as such.

#### **Section 4.7 Recruitment of Veterans; Helmets to Hardhats.**

(a) The Parties agree to provide strong support for the recruitment of veterans as workers, Apprentices, and pre-Apprentices, and will coordinate with the Veterans' Center at Santa Monica College, and the Parties establish a goal that 5% of all construction hours worked on Project Work shall be from veterans. Veterans also may be counted as Local Residents under Section 4.5(b) and Transitional Workers under Section 4.6 if they otherwise qualify as such.

(b) The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and the Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "Veteran" as defined under Title 5, Section 2108(1) of the United States Code. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

(c) The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of Apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

#### **Section 4.8 Core Employees.**

(a) Contractors may employ, as needed, first, two members of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a third core employee, then a second employee through the referral system, then a fourth core employee, then a third employee through the referral system, and so on until a maximum of five core employees are employed. Thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 4.2, above. In the laying off of employees, the number of core employees shall not exceed one-half plus two of the workforce, assuming that the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not signatory to a current CBA for craft workers in its employ, and is not intended to limit the transfer provisions of any CBA. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for 60 of the 100 working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the

Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party, the Contractor hiring any core employee shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, driver license, voter registration, and such other governmental documentation) evidencing the core employee's qualification as a core employee to the Project Labor Coordinator and the Council.

**Section 4.9 Time for Referral.** If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within 48 hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within 48 hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

**Section 4.10 Lack of Referral Procedure.** If a signatory Union does not have a job referral system as set forth in Section 4.2, above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.4, above.

**Section 4.11 Union Membership.** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good-standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable CBA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues uniformly required for membership in the Union.

**Section 4.12 Individual Seniority.** Except as provided in Section 5.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's CBA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

**Section 4.13 Forepersons.** The selection and number of craft forepersons or general forepersons shall be the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractors.

## ARTICLE 5 UNION ACCESS AND STEWARDS

**Section 5.1 Access to Project Sites.** Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees, and

further provided that such representatives fully comply with posted visitor, security, and safety rules.

### **Section 5.2 Stewards.**

(a) Each Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to work as an employee, stewards have the right to receive, but not to solicit, complaints, and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor, and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional stewards as the Contractor requests in order to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

**Section 5.3 Steward Layoff/Discharge.** The relevant Contractor agrees to notify the appropriate Union 24 hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable CBA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until 24 hours after such notice has been given.

**Section 5.4 Employees on Non-Project Work.** On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a Party to this Agreement.

## **ARTICLE 6 WAGES AND BENEFITS**

**Section 6.1 Wages.** All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors at the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this

Agreement, this Agreement does not relieve Contractors directly signatory to one or more CBAs from paying all wages set forth in such CBAs.

**Section 6.2 Benefits.**

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate CBA and make all employee authorized deductions in the amounts designated therein; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable CBA or by the Parties during the life of this Agreement may be added.

(b) Contractors adopt and agree to be bound by the written terms of the applicable, legally established, trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(d) Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the CBAs are required to make all contributions set forth in those CBAs without reference to the forgoing.

**Section 6.3 Wage Premiums.** Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

**ARTICLE 7  
HOURS OF WORK, OVERTIME, SHIFTS, AND HOLIDAYS**

**Section 7.1 Hours of Work.** Eight hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight hours of work per day or forty hours per week, or a Monday through Friday work standard work schedule.

**Section 7.2 Place of Work.** Employees shall be at their place of work (as designated by the Contractor) at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor, except as may be provided in Section 7.6.

**Section 7.3 Overtime.** Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

**Section 7.4 Shifts and Alternate Work Schedules.**

(a) Alternate starting and quitting time and shift work may be performed at the option of the Contractor upon three days' prior notice to the affected Unions, unless a shorter notice period is provided for in the applicable CBA, and shall continue for a period of not less than five working days. Saturdays and Sundays, if worked, may be used for establishing the five-day minimum work shift. If two shifts are worked, each shall consist of eight hours of continuous work exclusive of a one-half hour non-paid lunch period, for eight hours pay.

(b) Contractors, the Council, and the Unions recognize the economic impact upon the District and District residents of the Project being undertaken by the District, and understand that the Parties to this Agreement desire and intend Project Work to be undertaken in a cost-efficient and cost-effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked unless otherwise provided in the applicable prevailing wage determination.

(c) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when otherwise specified in the District's bid specification, the Contractor shall give affected Unions at least three days' notice of such schedule changes.

**Section 7.5 Holidays.** Recognized holidays on the Project shall be those set forth and governed by the prevailing wage determinations applicable to the Project.

**Section 7.6 Show-up Pay.**

(a) Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four hours of pay at the regular straight time hourly rate. Employees



who work beyond four hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractors or its designated representative. Employees shall furnish their Contractor with their current address and telephone number, and shall promptly report any changes to the Contractor.

(b) Employees called out to work outside of their shift shall receive a minimum of two hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee voluntarily leaves the job or work location, is discharged for cause, or is not working as a result of the Contractor's invocation of Section 13.1, the employee shall be paid only for actual time worked.

**Section 7.7 Meal Periods.** The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable CBA, and if he is so required, he shall be compensated in the manner established in the applicable CBA.

**Section 7.8 Make-up Days.** To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive the rate of pay as set forth under the prevailing wage law.

## ARTICLE 8 WORK STOPPAGES AND LOCK-OUTS

**Section 8.1 No Work Stoppages or Disruptive Activity.** The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone, or participate in any strike, walk-out, slow-down, picketing, observing picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the District or Contractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes, whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article, and neither should be held liable for conduct for which it is not responsible.

**Section 8.2 Employee Violations.** The Contractor may discharge any employee violating Section 8.1 above, and any such employee will not be eligible for rehire under this Agreement.

**Section 8.3 Standing to Enforce.** The District, the Project Labor Coordinator, and any Contractor affected by an alleged violation of Section 8.1 shall have standing and the right to enforce the obligations established therein.

**Section 8.4 Expiration of CBAs.** If a CBA, or any local, regional, or other applicable collective bargaining agreements expire during the term of the Project, the Unions agree that there shall be no work disruption of any kind as described in Section 8.1, above, as a result of the expiration of any such agreement having application on this Project or the failure of the involved parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise, to the extent that such agreement does expire and the parties to that agreement have failed to reach concurrence on a new agreement, work will continue on the Project on one of the following two options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: If a new, local, regional, or other applicable labor agreement for the industry having application to the Project is ratified and signed during the term of this Agreement, and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under subparagraph "a" above, and other Contractors may elect to continue to work on the Project under the retroactivity option offered under subparagraph "b" above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired, or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph "a" above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option "b."

**Section 8.5 No Lockouts.** Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the District’s decision to stop, suspend, or discontinue any Project Work or any portion thereof for any reason.

**Section 8.6 Best Efforts to End Violations.**

(a) If a Contractor contends that there is any violation of this Article or of Section 9.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Unions and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Unions will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least 24 hours prior to invoking the procedures of Section 8.8. The Project Labor Coordinator shall promptly order the involved Contractors to cease any violation of the Article.

**Section 8.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits.**

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable CBA. Prior to withholding its members services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten days (unless a lesser period of time is provided in the Union’s CBA, but in no event less than 48 hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and the District. Union will meet within the ten- day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

**Section 8.8 Expedited Enforcement Procedure.** Any Party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 8.1, 8.4, or 8.5 is alleged.

(a) The Party invoking this procedure shall notify John Kagel who has been selected by the Parties to serve as the permanent Arbitrator under this procedure. If the Arbitrator is

unavailable at any time, the Party invoking this procedure shall notify one of the alternates selected by the Parties. Notice to the Arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by facsimile, e-mail, hand-delivery, or overnight mail, and will be deemed effective upon receipt.

(b) Upon receipt of this notice, the Arbitrator shall hold a hearing within 24 hours if it is contended that the violation still exists, but not sooner than 24 hours after notice has been dispatched to the Council and the Contractors as required by Section 8.6.

(c) The Arbitrator shall notify the Parties of the place and time chosen for this hearing. The hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 8.1, 8.4, or 8.5 has in fact occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages. The award shall be issued in writing within three hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award, upon issuance, shall be served on all Parties by hand or certified mail.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction.

(f) The fees and expenses of the Arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## **ARTICLE 9 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 9.1 Assignment of Work.** The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan") or any successor Plan.

**Section 9.2 The Plan.**

(a) All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors shall be settled and adjusted according to the present Plan or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the applicable Contractor and the applicable Union.

(b) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures

specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

**Section 9.3 No Work Disruption over Jurisdiction.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Article shall be subject to immediate discharge.

## **ARTICLE 10 MANAGEMENT RIGHTS**

**Section 10.1 Contractor and District Rights.** The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement or a CBA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work;
- (b) Hire, promote, transfer, and layoff their employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend, and discipline their employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures, or techniques;
- (f) Select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction;
- (g) Assign and schedule work at their discretion; and
- (h) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable CBA requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

**Section 10.2 Specific District Rights.** In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular locations;

(c) At its sole option, terminate, delay, and suspend any portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractors and Unions, with reasonable notice of any changes it requires pursuant to this Section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 7.6);

(d) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 8 and 11.

**Section 10.3 Use of Materials.** There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 10.4 Special Equipment, Warranties, and Guaranties.**

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, or pre-wired and that it be installed under the supervision and direction of the District's or manufacturer's personnel. The Unions agree to install such equipment without incident.

(b) The Parties recognize that the Contractors will initiate new technology at times in the use of equipment, machinery, tools, and other labor-savings devices, and with the methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials, whatever their source of manufacture or construction.

(c) If any disagreement arises between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Parties shall immediately consult

over the matter. If the disagreement is not resolved, the affected Unions shall have the right to proceed through the procedures set forth in Article 11.

## **ARTICLE 11 SETTLEMENT OF GRIEVANCES AND DISPUTES**

### **Section 11.1 Cooperation and Harmony on Site.**

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays, or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 8 or 9.

(c) The Project Labor Coordinator shall oversee the processing of grievances under this Article and Articles 8 and 9, including the scheduling and arrangements of facilities for meetings, selection of the Arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Parties to any pending grievance to insure that the time limits and deadlines are met.

**Section 11.2 Processing Grievances.** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the CBAs, but not jurisdictional disputes or alleged violations of Section 8.1 and 8.5, and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

**Step 1. Employee Grievances.** When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through ~~the~~ his/her Union business representative or job steward within ten working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten working days thereafter, pursue Step 2 of this grievance procedure provided that the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

**Union or Contractor Grievances.** Should the Union or any Contractor have a dispute with another Party and if after conferring within ten working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a

settlement is not reached within five working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in the prior paragraph for the adjustment of an employee complaint.

**Step 2.** The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator, shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven calendar days after the initial meeting at Step 2.

**Step 3.** (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor may request in writing to the Project Labor Coordinator (with copies to the other Parties) within seven calendar days after the final Step 2 meeting, that the grievance be submitted to an Arbitrator selected from the following list, on a rotational basis in the order listed: (1) John Kagel; (2) Robert Hirsch; (3) Charles Askin, Sr.; (4) Barry Winograd; and (5) Joe Gentile. The decision of the Arbitrator shall be final and binding on the Parties.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the Arbitrator, as well as those jointly utilized by the Parties (*i.e.*, conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration.

**Section 11.3 Limit on Use of Procedures.** Procedures contained in this Article shall not be applicable to any alleged violation of Articles 8 or 9, with a single exception that any employee discharged for violation of Section 8.2 or Section 9.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

**Section 11.4 Notice.** The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement) shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE 12 REGULATORY COMPLIANCE**

**Section 12.1 Compliance with All Laws.** The Council, the Unions, the Contractors, and their employees shall comply with all applicable federal, state, and local laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator, and the Contractors. Employees must promptly report any injuries or accidents to a supervisor.



**Section 12.2 Monitoring Compliance.** The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by the Contractors with all applicable federal, state, and local laws and regulations. It shall be the responsibility of both the Council and the Project Labor Coordinator to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator procedures to encourage and enforce compliance with these laws and regulations.

**Section 12.3 Prevailing Wage Compliance.** The Parties agree that the Project Labor Coordinator shall monitor the compliance by all Contractors with all applicable federal and state prevailing wage laws and regulations. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate, and resolve such complaints, consistent with Section 6.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under law, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

**Section 12.4 Violations of Law.** Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, or removing the offending Contractor from Project Work. Additionally, in accordance with the agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of law.

## **ARTICLE 13 SAFETY AND PROTECTION OF PERSON AND PROPERTY**

### **Section 13.1 Safety.**

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Project Labor Coordinator, or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator or the District. These rules will be published and posted. Employee's failure to satisfy their obligations under this Section will subject them to discipline, up to and including discharge.

(c) The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment "D," and which shall be the policy and procedure utilized under this Agreement.

**Section 13.2 Suspension of Work for Safety.** A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be

compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

**Section 13.3 Water and Sanitary Facilities.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 14 TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowances, zone rates, and parking reimbursements shall be paid in accordance with the applicable CBA, unless superseded by the applicable prevailing wage determination.

## **ARTICLE 15 APPRENTICES**

**Section 15.1 Importance of Training.** The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, the Contractors, and the Council, will work cooperatively to identify, establish, and maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management Apprenticeship Programs maintained by the signatory Unions. More specifically, the Council will work with representatives of the District's Career Technical Education Committee to establish appropriate criteria for recognition of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in Apprenticeship Programs. Attainment of the appropriate knowledge and skills required for entry into Apprenticeship Programs also shall be facilitated by the Parties through jointly supported pre-apprenticeship education programs.

### **Section 15.2 Use of Apprentices.**

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to 30% of each craft's work force at any time, unless the standards of the applicable Joint Apprenticeship Committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish lower percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to 30% apprentices on the Project. If the applicable Joint Apprenticeship Committee's approved apprenticeship standards allow for a higher percentage of the craft workforce, Contractors may use such higher percentage in employing the applicable craft's Apprentices.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The Apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of Apprentices. The District shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating.

(d) All Apprentices shall work under the direct supervision of a journeyman from the trade in which the Apprentice is indentured. A journeyman shall be defined as set forth in the Section 205 of Title 8 of the *California Code of Regulations* which defines a journeyman as a person who has either completed an accredited Apprenticeship in his or her craft, or has completed the equivalent of an Apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the Apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Project Labor Coordinator and the Council.

(e) The Unions and Contractors agree to work with the Project Labor Coordinator and use their best efforts to integrate qualified transitional workers and veterans for acceptance and entry into their Apprenticeship Programs as appropriate and needed.

(f) The Unions agree to cooperate with the District in the development of a pre-apprenticeship program directed towards the training and eventual employment of District students and alumni in trades. The District shall enter into a Memorandum of Understanding with the National Building Trades Department and the Council for the usage of the MC3 curriculum. The Unions' efforts in this regard shall include, but not be limited to job fairs, career days, and recruitment. Further, the Unions agree to place on their referral roles or in their Apprentice Training Programs, as appropriate and needed, qualified persons sent to them by designated organizations working with the District, such as the Veterans' Center at Santa Monica College, as well as other organizations, to increase construction industry work opportunities for Local Residents, transitional workers, and veterans. Such individuals, however, must meet the qualifications and minimum requirements for the respective craft Union, or their respective Apprenticeship Training Programs, in order to be placed on the referral roles or placed into such Apprenticeship Training Program. Such placement is subject to the individual's compliance with Section 4.9.

## **ARTICLE 16 WORKING CONDITIONS**

**Section 16.1 Meal and Rest Periods.** There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods

and rest periods shall be as provided for in applicable law. Individual beverage containers will be permitted at the employees' work location.

**Section 16.2 Work Rules.** The District, the Project Labor Coordinator, and the Contractors shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor, and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

**Section 16.3 Emergency Use of Tools and Equipment.** There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

**Section 16.4 Access Restrictions.** Employee access to District sites may be limited by the District for safety and administrative reasons.

## **ARTICLE 17 PRE-JOB CONFERENCES**

Each Contractor will conduct a pre-job conference with the Unions prior to commencing work. All subcontractors who have been awarded contracts by the Contractor shall attend the pre-job conference. The purpose of the conference will be, among other things, to determine craft manpower needs, to schedule of work for the contract, and to establish work rules. The Council and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Contractor and all subcontractors at a pre-job conference. Should additional work be added that was not previously discussed at the pre-job conference, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 9, the Construction Manager shall be promptly notified.

## **ARTICLE 18 LABOR/MANAGEMENT COOPERATION**

**Section 18.1 Joint Administrative Committee.** At the request of any Party, the Parties shall establish and convene a six-person JAC consisting of three representatives selected by the Council and three representatives selected by the District, to be chaired jointly by a representative of the District and the Council. Each representative shall designate an alternate who shall serve in his or her absence. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communication between labor and management Parties and to advance the proficiency of the work people in the industry.

**Section 18.2 Functions of Joint Committee.** The Committee shall meet at the call of either of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon the Contractors and the Parties. Substantive grievances or disputes arising under Articles 8, 9, or 11 shall not be

resolved by the JAC, but shall be processed pursuant to the provisions of the appropriate Article. The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time, and place of meetings shall be given to the JAC members at least three days prior to the meeting. The Project Labor Coordinator shall prepare quarterly reports on Apprentice utilization, the training and employment of Local Residents, a schedule of Project Work, and the estimated number of craft workers needed. The JAC may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of Local Residents or other individuals who should be assisted with appropriate training to qualify for Apprenticeship Programs.

## **ARTICLE 19 SAVINGS AND SEPARABILITY**

**Section 19.1 Savings Clause.** It is not the intention of the District, the Project Labor Coordinator, the Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The Parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding, and construction of any Project Work.

**Section 19.2 Effect of Injunctions or Other Court Orders.** The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding, or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force on covered Project Work to the maximum extent legally possible.

## **ARTICLE 20 WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse, or release any of the Parties from any of their rights, duties, or obligations hereunder.

**ARTICLE 21  
AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

**ARTICLE 22  
WORK OPPORTUNITIES PROGRAM**

**Section 22.1 Work Opportunities.** The Parties support the development of increased numbers of skilled construction workers from among residents of the District to meet the labor needs of the Project, specifically, and the requirements of the local construction industry, generally. Towards that end, the Parties agree to cooperate respecting the establishment of a work opportunities program for Local Residents, the primary goals of which shall be to maximize construction work opportunities for Local Residents. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Local Residents as journeymen, and Apprentices on Project Work and entrance into such qualified Apprenticeship and training programs as may be operated by the Unions; and

(b) Work cooperatively with the District, to identify, or establish and maintain, effective programs, events, and procedures for persons interested in entering the construction industry; and

(c) Assist Local Residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors; and

(d) Allow tours of their training facilities, as requested; and

(e) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

(f) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

**ARTICLE 23  
DURATION OF THE AGREEMENT**

**Section 23.1 Duration.**

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect until all the Projects identified in Attachment "E" are completed. At its sole discretion, and upon consideration of compliance with provisions of this Agreement pertaining to

Local Residents, Local Businesses, and Apprentices, the District may add additional projects to this Agreement, with the consent of the other Parties.

(b) Any covered Project advertised and awarded during the term of this Agreement shall continue to be covered hereunder until completion of the Project.

### **Section 23.2 Turnover and Final Acceptance of Completed Work.**

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the District by the Contractor, and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to complete repairs or modifications required by its contracts with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the District pursuant to sub-section “a” above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Project Labor Coordinator.

## **ARTICLE 24 TAXPAYER PROTECTION PROVISIONS**

The Parties understand that following taxpayer protection provisions are included in this Agreement pursuant to Section 2500 of the *Public Contract Code*:

(a) This Agreement prohibits unlawful discrimination, or discrimination based on membership in a labor organization, in hiring and dispatching workers for Project Work.

(b) This Agreement provides that all qualified contractors and subcontractors are permitted to bid for and be awarded work for Project Work without regard to whether they are otherwise parties to collective bargaining agreements.

(c) This Agreement contains a protocol concerning drug testing for workers who will be employed on the project.

(d) This Agreement contains guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.

(e) This Agreement provides that disputes arising from this Agreement shall be resolved by a neutral arbitrator

IN WITNESS hereof, the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated.

**SANTA MONICA-MALIBU UNIFIED  
SCHOOL DISTRICT**

**LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL**

By: \_\_\_\_\_  
Dr. Ben Drati, Superintendent

By: \_\_\_\_\_  
Ron Miller, Executive Secretary



**Unions' Signature Page**

Local No. 5, International Association of Heat and Frost Insulators and Allied Workers

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International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forcers and Helpers Lodge 92

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Bricklayers and Allied Craftworkers Local # 4, California

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Operative Plasterers' & Cement Masons' International Association Local Union No. 600

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Southern California District Council of Laborers

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Local Union 11, International Brotherhood of Electrical Workers

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International Union of Elevator Constructors, Local 18

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Southern California District Council of Laborers (Gunite Local #345)

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International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local 416

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International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local 433

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Laborers International Union of North America, Local 300

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International Union of Operating Engineers, Local Union No. 12

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International Union of Operating Engineers, Local Union No. 12

---

International Union of Operating Engineers, Local Union No. 12

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Painters and Allied Trades, District Council No. 36

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Local Union 250, Steam-Refrigeration-Air  
Conditioning-Pipefitters & Apprentices of the United  
Association of the United States and Canada

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United Association Local 345

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United Association Plumbers Local 761

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Sprinkler Fitters Local Union No. 709, Los Angeles,  
California, of The United Association of Journeymen  
and Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States and Canada

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Operative Plasterers' and Cement Masons'  
International Association, AFL-CIO Local  
Union 200

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Southern California District Council of Laborers  
(Plaster Tenders Local Union 1414)

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Local 36 of the United Union of Roofers,  
Waterproofers and Allied Workers

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Local Union No. 105 of the International  
Association of Sheet Metal, Air, Rail and  
Transportation Workers

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Teamsters Joint Council No. 42, Local 986

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Southwest Regional Council of Carpenters and  
Local Unions in The Twelve Southern California  
Counties and Nevada Affiliated with the United  
Brotherhood of Carpenters and Joiners of America

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**ATTACHMENT "A"**  
**LETTER OF ASSENT**

To be signed by all Contractors awarded work covered by the  
Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]  
Project Labor Coordinator

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Attn: \_\_\_\_\_

Re: Santa Monica-Malibu Unified School District Project Labor Agreement  
Letter of Assent

To Whom It Concerns:

This is to confirm that [name of company] agrees to be party to and bound by the Santa Monica-Malibu Unified School District Project Labor Agreement effective \_\_\_\_\_, 2017, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Contractor on the Project and this Contractor shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Project Labor Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

Contractor State License No.: \_\_\_\_\_

[Copies of this letter must be submitted to the Project Labor Coordinator and to the Council]

**ATTACHMENT "B"**

**DISTRICT ZIP CODES OTHER THAN 90404 AND 90405**

**90401  
90402  
90403  
90265**

**15-MILE RADIUS ZIP CODES**

90001	90039	90078
90002	90043	90079
90003	90044	90080
90004	90045	90081
90005	90046	90082
90006	90047	90083
90007	90048	90084
90008	90049	90086
90009	90051	90087
90010	90052	90088
90011	90053	90089
90012	90054	90090
90013	90055	90093
90014	90056	90094
90015	90057	90095
90016	90058	90096
90017	90059	90099
90018	90060	90189
90019	90061	90209
90020	90062	90210
90021	90064	90211
90024	90066	90212
90025	90067	90213
90026	90068	90230
90027	90069	90231
90028	90070	90232
90029	90071	90233
90030	90072	90245
90034	90073	90247
90035	90074	90249
90036	90075	90250
90037	90076	90251
90038	90077	90254

90260	91203	91413
90261	91204	91416
90263	91210	91423
90266	91221	91426
90267	91225	91436
90272	91302	91470
90277	91303	91482
90278	91305	91495
90290	91306	91496
90291	91308	91499
90292	91309	91501
90293	91316	91502
90294	91324	91503
90295	91325	91504
90296	91329	91505
90301	91330	91506
90302	91335	91507
90303	91337	91508
90304	91343	91510
90305	91352	91521
90306	91353	91522
90307	91356	91523
90308	91357	91601
90309	91364	91602
90310	91365	91603
90311	91367	91604
90312	91371	91605
90401	91372	91606
90402	91393	91607
90403	91396	91608
90404	91401	91609
90405	91402	91610
90406	91403	91611
90407	91404	91612
90408	91405	91614
90409	91406	91615
90410	91407	91616
90411	91408	91617
90503	91409	91618
90504	91410	
90506	91411	
91201	91412	

**ATTACHMENT “C”**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
EMPLOYEE CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish the workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Santa Monica-Malibu Unified School District Project Labor Agreement establishes a goal that 20% of all construction labor hours worked on the Project shall be performed by Local Residents during the first year of the Project Labor Agreement, a goal of 25% during the second year of this Agreement, leading up to the 30% goal during and after the third year of this Agreement. Of this 20% in the first year, 25% in the second year, and 30% during and after the third year, the Parties agree to the following further goals: (i) 50% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within the 90404 and 90405 zip codes; (ii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within other zip codes which overlap the District, as set forth in Attachment “B”, and (iii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within 15 miles of District boundaries, as set forth in Attachment “B.”

The Agreement establishes a further goal that 5% of all of the construction hours worked shall be by Transitional Workers, and that 5% of all of the construction hours worked shall be by veterans.

**TO THE UNION:** Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Project Labor Coordinator  
**From:** Company: \_\_\_\_\_ Issued By: \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Transitional Worker, Veteran, or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_

Comment or Special Instructions: \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKER	Yes _____	No _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

**ATTACHMENT “D”**

**LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
APPROVED  
DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer’s job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement (“PLA”).

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her



sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the

applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

**DRUG ABUSE PREVENTION AND DETECTION**

**APPENDIX A**

**CUT-OFF LEVELS**

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

**SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

**ATTACHMENT “E”**

**PROJECTS WITHIN THE SCOPE OF THIS AGREEMENT**

Malibu Middle and High School Library/Administration Building  
Malibu Middle and High School Building E Replacement  
John Adams Middle School Performing Arts Complex

TO: BOARD OF EDUCATION

DISCUSSION

02/16/17

FROM: BEN DRATI

RE: SANTA MONICA-MALIBU EDUCATION FOUNDATION (SMMEF) QUARTERLY  
REPORT TO THE BOARD OF EDUCATION

DISCUSSION ITEM NO. D.02

The Memorandum of Understanding between the Santa Monica-Malibu Unified School District and the Santa Monica-Malibu Education Foundation stipulates that the SMMEF Executive Director, or her designee, shall provide an update of the Foundation's activities, including a report regarding the goals set forth in the applicable Fundraising Plan, to the Board of Education at a public meeting on a quarterly basis.

SMMEF staff will report on the Foundation's fundraising progress from July 1 through January 31 and provide projections for fundraising through the end of their fiscal year on June 30.

SANTA MONICA-MALIBU  
**Education Foundation**

## Fundraising Update to the Board of Education

FEBRUARY 16, 2017

DAVID VUKADINOVICH, PRESIDENT

LINDA GREENBERG, EXECUTIVE DIRECTOR

### The Start of a Great Year

- Annual Pledge Campaign kicked off with \$70,000 match from Dun & Bradstreet
- Coordinated asks with PTAs





## Pledge Days

- Week-long campaign, September 26-30
- Volunteers tabling at every elementary school
- \$100,000 match from RGK Foundation



## #GivingTuesday & Calendar Year End

- One-day match for #GivingTuesday, national day of giving
- Kicked off our calendar year-end giving campaign and holiday “thank you” efforts



## End of Pledge Campaign

- \$161,801 raised in 5 days!
- \$100,000 donated on the last day. Most ever for community donations in one day!
- Inspired by \$25,000 match from Fairmont Miramar Hotel & Bungalows/MSD Capital



## Giving Statistics

As of 1/31/17

Donors: 3,094

10% increase over end of last campaign

Parent Donations: \$1,483,697

14% increase

Parent Participation:

2,572 donors

12% increase



## Giving Societies

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Superintendent's Circle (\$5,000+)

68 donors

\$558,285



Leadership Circle (\$2,500-\$4,999)

62 donors

\$173,714

## Corporate Support

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23 Corporate Partners

\$223,000

dun & bradstreet

Saint John's  
Health Center Foundation

Fairmont  
MERAMAR HOTEL & BUNGALOWS

KAISER PERMANENTE

Free  
Associates

HARDING LARMORE  
KUTCHER & KOZAL LLP  
ATTORNEYS AT LAW

smdp  
Santa Monica Daily Press

Sir Speedy  
SANTA MONICA  
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# Projected Grants for 2017-18

**\$2,000,000**

*From annual donations*

<b>Instructional Assistants</b>	<b>P.S. ARTS</b>	<b>Enrichment Grants</b>	<b>Ballroom Dance</b>
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**\$496,000**

*From endowments and scholarship programs*

<b>Dream Music Programs</b>	<b>3rd Grade Recorders</b>	<b>Middle &amp; High School Theater</b>
<b>Secondary Dance Specialist</b>	<b>Olympic High School Music Classes</b>	<b>Semi-private Music Lessons &amp; Instruments</b>
<b>Secondary Visual Arts Grants</b>	<b>Library Grants</b>	<b>Samohi and Other Scholarships</b>

# Ed Foundation Events

**Greg Coote Concert For The Arts  
March 11**



**Santa Monica-Malibu Wine Auction  
April 30**



**Sand and Sea Ball  
May 21**



**Wally's Grand Marque Champagne Tasting  
Benefiting SMMEF, June 4**

THANK YOU!

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## **MAJOR ITEMS**

TO: BOARD OF EDUCATION

ACTION/MAJOR  
02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / CAREY UPTON

RE: AWARD OF AGREEMENT – ARCHITECTURAL DESIGN SERVICES – SANTA MONICA HIGH SCHOOL – PHASE I AND PHASE II CAMPUS PLAN PROJECT – MEASURE ES

RECOMMENDATION NO. A.21

It is recommended that the Board of Education award an agreement for Architectural Design Services for Santa Monica High School - Phase I and Phase II Campus Plan Project to Harley Ellis Devereaux (HED) Architects in an amount not to exceed \$4,989,460 plus reimbursable expenses of \$50,000, for a total contract amount of \$5,039,460.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90904-0-00000-85000-5802-015-2600  
Description: A/E Design Services

COMMENTS: The A/E RFQ for Santa Monica High School - North Campus 2 Buildings New Construction was issued on December 21, 2016. Sixty-two firms requested and received the issued RFQ. Qualifications were due January 17, 2017. Ten Statements of Qualification (SOQs) were received from the firms noted below.

1. HMC Architects
2. DLR Group
3. NAC Architecture
4. Little
5. RuhnauRuhnauClarke
6. GKK Works
7. tBp/Architecture, Inc.
8. Johnson Favaro Architecture
9. SVA Architects, Inc.
10. Harley Ellis Devereaux (HED)/MRY

Staff reviewed the qualifications received and shortlisted four firms for interviews. Interviews were conducted Monday, January 30, 2017, with HMC Architects, DLR Group, GKK Works & HED/MRY. The selection committee included members from the following departments:

- District Administration
- District School Site Administrator
- District Facilities Advisory Committee Member
- Facility Improvement Projects Staff

*(continued on next page)*

Upon completion of the interviews, the selection committee ranked all firms and unanimously ranked HED as the top firm. HED has teamed with Moore, Ruble, Yudell, a local Santa Monica based architecture firm, for this project. In addition, the team includes typical engineering consultants as well as specialty consultants for food services design, parking design, and swimming pool design. HED's initial cost proposal included a proposed cost of \$5,218,940. The RFQ indicated that the District would enter into negotiation with the top-ranked firm. The result of that negotiation is a revised base contract price of \$4,989,460, which was consistent with the majority of the other cost proposals received. An additional \$50,000 is allocated for reimbursable expenses, which is expected to consist primarily of plotting and reprographics costs, but will be billed only on an as-used basis.

It is recommended that the Board of Education award an agreement to HED for Santa Monica High School Phase 1 and Phase 2 in an amount not to exceed \$5,039,460 including reimbursable expenses.

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



TO: BOARD OF EDUCATION  
FROM: BEN DRATI / JANECE L. MAEZ / PAT HO  
RE: 2016-17 BUDGET REVISIONS

ACTION/MAJOR  
02/16/17

RECOMMENDATION NO. A.22

It is recommended that the Board of Education approve the following budget transfers, as described on the following pages, for these below-listed Funds. These routine paper transfers are intended to accomplish the formal/final shifting to recognize the accounting of previously-approved activities prior to the 2nd Interim Report.

Fund 01	-	General Fund (Unrestricted & Restricted)
Fund 11	-	Adult Education Fund
Fund 12	-	Child Development Fund
Fund 13	-	Cafeteria Fund
Fund 14	-	Deferred Maintenance Fund
Fund 21.0	-	Building Fund /Measure BB Series A
Fund 21.1	-	Building Fund /Measure BB Series B
Fund 21.2	-	Building Fund /Measure BB Series C
Fund 21.3	-	Building Fund /Measure BB Series D
Fund 21.4	-	Building Fund /Measure ES Series A
Fund 21.5	-	Building Fund /Measure ES Series B
Fund 40	-	Special Reserve Fund for Capital Outlay Projects

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

<b>Fund: 01 Unrestricted General Fund</b>				
		1st Interim Budget	Revised Budget	
Object	Description	as of 10/31/16	as of 1/31/17	Changes
	Beginning Fund Balance	32,609,848	32,609,848	
8011-8099	LCFF Revenue	87,249,221	87,236,731	(12,490)
8100-8299	Federal Revenue	13,000	49,969	36,969
8300-8590	State Revenue	4,298,336	4,298,336	-
8600-8799	Local Revenue	34,462,500	34,733,458	270,958
8980-8999	Local General Fund Contributions	(25,914,697)	(26,195,132)	(280,435)
	<b>Total Revenue</b>	<b>100,108,360</b>	<b>100,123,362</b>	<b>15,002</b>
1000-1999	Certificated Salaries	53,578,695	53,465,147	(113,548)
2000-2999	Classified Salaries	18,558,564	18,485,711	(72,853)
3000-3999	Employee Benefits	26,272,775	26,046,301	(226,474)
4000-4999	Books and Supplies	2,762,697	2,786,436	23,739
5000-5999	Services and Other Operating Costs	9,674,312	9,865,215	190,903
6000-6999	Capital Outlay	1,309,340	1,312,514	3,174
7100-7299	Other Outgo	53,389	53,389	-
7300-7399	Indirect Costs	(1,086,786)	(1,068,504)	18,282
7600-7629	Transfer Out/ Fund 12, 13,14	519,692	1,171,776	652,084
	<b>Total Expenditures</b>	<b>111,642,678</b>	<b>112,117,985</b>	<b>475,307</b>
	Increase /(Decrease) Fund Balance	<b>(11,534,318)</b>	<b>(11,994,623)</b>	<b>(460,305)</b>
	<b>Projected Fund Balance</b>	<b>21,075,530</b>	<b>20,615,225</b>	
<b>Major Changes</b>				
<b>Revenues:</b>				
\$ (12,490)	Decrease in LCFF revenue			
\$ 36,969	Increase in Federal Revenue - 2014-15 2nd quarter MAA Reimbursement			
\$ 270,958	increase in Other Local revenue			
	\$600,000 Measure GSH revenue			
\$ (280,435)	Increase Local General Fund Contribution to Special Ed			
<b>Expenditures:</b>				
\$ (113,548)	Decrease teaching			
\$ (72,853)	Decrease Classified Salaries			
\$ (226,474)	Decrease in Employee Benefits			
\$ 23,739	Increase in Books & Supplies			
\$ 190,903	Increase in Services and Operating Costs			
\$ 3,174	Increase in Equipment			
\$ 18,282	Decrease in Indirect Transfer from Other programs			
\$ 652,084	Transfer out to other funds			
	\$52,084 to Child Development Services (Fund 12)			
	\$600,000 to Deferred Maintenance Fund (Fund 14)			

<b>Fund: 01</b>		<b>Restricted General Fund</b>		
		1st Interim Budget as of 10/31/16	Revised Budget as of 1/31/17	Changes
Object	Description			
	Beginning Fund Balance	5,197,572	5,197,572	
8100-8299	Federal Revenue	4,910,521	4,936,846	26,325
8300-8590	State Revenue	6,057,681	6,057,681	-
8600-8799	Local Revenue	9,130,822	9,501,463	370,641
8980-8999	Local General Fund Contributions	25,914,697	26,195,132	280,435
	<b>Total Revenue</b>	<b>46,013,721</b>	<b>46,691,122</b>	<b>677,401</b>
1000-1999	Certificated Salaries	13,086,041	13,063,786	(22,255)
2000-2999	Classified Salaries	10,762,132	10,856,430	94,298
3000-3999	Employee Benefits	13,945,027	13,844,226	(100,801)
4000-4999	Books and Supplies	3,732,714	3,947,924	215,210
5000-5999	Services and Other Operating Costs	6,181,312	6,705,263	523,951
6000-6999	Capital Outlay	321,081	356,149	35,068
7300-7399	Indirect Costs	544,964	544,391	(573)
	<b>Total Expenditures</b>	<b>48,573,271</b>	<b>49,318,169</b>	<b>744,898</b>
	Increase /(Decrease) Fund Balance	<b>(2,559,550)</b>	<b>(2,627,047)</b>	<b>(67,497)</b>
	<b>Projected Fund Balance</b>	<b>2,638,022</b>	<b>2,570,525</b>	

**Major Changes**

**Revenues:**

\$ 26,325	Increase in Federal Title I, Title III
\$ 370,641	Increase in various local programs (Gifts, PTA and Permit)
\$ 280,435	Increases in General Fund Contribution to Special Education

**Expenditures:**

\$ (22,255)	Decrease in Certificated Salaries
\$ 94,298	Increase in Classified Salaries
\$ (100,801)	Decrease in Employee Benefits
\$ 215,210	Increase in Books and Supplies
\$ 523,951	Increase in Services and Other Operating Costs
	\$300,000 in Special Ed. Non-Public Agency
	\$ 79,174 in Gifts
	\$ 66,197 in PTA
	\$ 51,000 In Repair/Permit
\$ 37,430	Increase in Equipment /New Truck for M&O Director

<b>Fund: 11    Adult Education Fund</b>				
		1st Interim Budget as of 10/31/16	Revised Budget as of 1/31/17	Changes
Object	Description			
	Beginning Fund Balance	659,900	659,900	
8100-8299	Federal Revenue	46,280	46,280	-
8300-8590	Other State Revenue	690,135	690,135	-
8600-8799	Local Revenue	33,500	33,500	-
	<b>Total Revenues</b>	<b>769,915</b>	<b>769,915</b>	<b>-</b>
1000-1999	Certificated Salaries	372,960	372,960	-
2000-2999	Classified Salaries	186,691	186,791	100
3000-3999	Employee Benefits	166,765	179,698	12,933
4000-4999	Books and Supplies	214,160	201,127	(13,033)
5000-5999	Services and Other Operating Costs	105,571	105,571	-
6000-6999	Equipment	-	-	-
7300-7399	Indirect Costs	16,287	16,287	-
	<b>Total Expenditures</b>	<b>1,062,434</b>	<b>1,062,434</b>	<b>-</b>
	Increase /(Decrease) Fund Balance	<b>(292,519)</b>	<b>(292,519)</b>	<b>-</b>
	<b>Projected Fund Balance</b>	<b>367,381</b>	<b>367,381</b>	

<b>Fund: 12</b>		<b>Child Development Fund</b>		
		1st Interim Budget	Revised Budget	
Object	Description	as of 10/31/16	as of 1/31/17	Changes
	Beginning Fund Balance	298,866	298,866	
8100-8299	Federal Revenue	1,747,210	1,747,210	-
8300-8590	State Revenue	3,375,966	2,967,759	(408,207)
8600-8799	Local Revenue	3,530,044	3,579,765	49,721
8900-8929	Interfund Transfer from Fund 01	389,692	441,776	52,084
	<b>Total Revenues</b>	<b>9,042,912</b>	<b>8,736,510</b>	<b>(306,402)</b>
1000-1999	Certificated Salaries	2,967,285	2,976,232	8,947
2000-2999	Classified Salaries	2,386,439	2,330,747	(55,692)
3000-3999	Employee Benefits	2,431,936	2,452,074	20,138
4000-4999	Books and Supplies	324,350	266,230	(58,120)
5000-5999	Services and Other Operating Costs	539,366	528,724	(10,642)
7300-7399	Indirect Costs	380,129	362,420	(17,709)
	<b>Total Expenditures</b>	<b>9,029,505</b>	<b>8,916,427</b>	<b>(113,078)</b>
	Increase /(Decrease) Fund Balance	<b>13,407</b>	<b>(179,917)</b>	<b>(193,324)</b>
	<b>Projected Fund Balance</b>	<b>312,273</b>	<b>118,949</b>	

**Major Changes:**

**Revenues:**

\$ (408,207)	Decrease in State Preschool Program
\$ 49,721	Increase in Other Local Revenue
\$ 52,084	Increase in Transfer from Fund 01

**Expenditures:**

**Expenditure increases reflect the new funding from various programs**

\$ 8,947	Increase in Certificated salary
\$ (55,692)	Decrease in Classified salary
\$ 20,138	Increase in Benefits
\$ (58,120)	Increase in Supplies
\$ (10,642)	Increase in Services and Other Operating Costs
\$ (17,709)	Decrease in Indirect Costs

<b>Fund: 13 Cafeteria Fund</b>				
		1st Interim Budget	Revised Budget	
Object	Description	as of 10/31/16	as of 1/31/17	Changes
	Beginning Fund Balance	195,976	195,976	
8100-8299	Federal Revenue	1,200,000	1,200,000	-
8300-8590	State Revenue	85,000	85,000	-
8600-8799	Local Revenue	1,678,289	1,678,289	-
8900-8929	Interfund Transfer	130,000	130,000	-
	<b>Total Revenues</b>	<b>3,093,289</b>	<b>3,093,289</b>	-
2000-2999	Classified Salaries	1,464,380	1,465,691	1,311
3000-3999	Employee Benefits	557,007	560,150	3,143
4000-4999	Books and Supplies	1,215,000	1,278,000	63,000
5000-5999	Services and Other Operating Costs	(315,319)	(313,319)	2,000
6000-6999	Capital Outlay	-	-	-
7300-7399	Indirect Costs	145,406	145,406	-
	<b>Total Expenditures</b>	<b>3,066,474</b>	<b>3,135,928</b>	<b>69,454</b>
	Increase /(Decrease) Fund Balance	<b>26,815</b>	<b>(42,639)</b>	<b>(69,454)</b>
	<b>Projected Fund Balance</b>	<b>222,791</b>	<b>153,337</b>	

**Major Changes:**

**Expenditures:**

\$ 63,000	Increase in Supplies			
	\$65,000 increase in purchasing food			

<b>Fund: 14 Deferred Maintenance Fund</b>				
		1st Interim Budget	Revised Budget	
Object	Description	as of 10/31/16	as of 1/31/17	Changes
	Beginning Fund Balance	212,196	212,196	
8010-8099	LCFF transfer to Fund 14	250,000	250,000	-
8600-8799	Local Revenue	1,000	1,000	-
	Transfer from Fund 1		600,000	600,000
	<b>Total Revenues</b>	<b>251,000</b>	<b>851,000</b>	<b>600,000</b>
4000-4999	Books and Supplies	-	-	-
5000-5999	Services and Other Operating Costs	350,000	350,000	-
6000-6999	Capital Outlay	61,000	61,000	-
	<b>Total Expenditures</b>	<b>411,000</b>	<b>411,000</b>	-
	Increase /(Decrease) Fund Balance	<b>(160,000)</b>	<b>440,000</b>	<b>600,000</b>
	<b>Projected Fund Balance</b>	<b>52,196</b>	<b>652,196</b>	

**REVENUE:**

\$ 600,000	Transfer from Fund 1 Measure GSH revenue to Fund 14			
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<b>Building Fund / Measure "BB" Series A</b>			
	1st Interim	Revised	
	Budget	Budget	
Description	as of 10/31/16	as of 1/31/17	Changes
Beginning Fund Balance	7,024,993	7,024,993	
Local Revenue	30,000	30,000	-
Transfer from 21.1 & 21.3		3,050,000	3,050,000
<b>Total Revenues</b>	<b>30,000</b>	<b>3,080,000</b>	3,050,000
Benefits			-
Books and Supplies	7,100	10,100	3,000
Services and Other Operating Costs	838,070	1,086,170	248,100
Capital Outlay	4,955,150	7,775,150	2,820,000
<b>Total Expenditures</b>	<b>5,800,320</b>	<b>8,871,420</b>	<b>3,071,100</b>
Increase /(Decrease) Fund Balance	(5,770,320)	(5,791,420)	(21,100)
<b>Projected Fund Balance</b>	<b>1,254,673</b>	<b>1,233,573</b>	
<b>Building Fund / Measure "BB" Series B</b>			
	1st Interim	Revised	
	Budget	Budget	
Description	10/31/16	as of 1/31/17	Changes
Beginning Fund Balance	1,624,344	1,624,344	
Local Revenue	15,000	15,000	-
Transfer to Fund 21.0		-	-
<b>Total Revenues</b>	<b>15,000</b>	<b>15,000</b>	-
Books and Supplies	200	275	75
Services and Other Operating Costs	425,250	499,350	74,100
Capital Outlay	203,100	928,100	725,000
<b>Total Expenditures</b>	<b>628,550</b>	<b>1,427,725</b>	<b>799,175</b>
Increase /(Decrease) Fund Balance	(613,550)	(1,412,725)	(799,175)
<b>Projected Fund Balance</b>	<b>1,010,794</b>	<b>211,619</b>	
<b>Building Fund / Measure "BB" Series C</b>			
	1st Interim	Revised	
	Budget	Budget	
Description	10/31/16	as of 1/31/17	Changes
Beginning Fund Balance	421,391	421,391	
Local Revenue	8,000	8,000	-
Bond Proceeds	-	-	-
<b>Total Revenues</b>	<b>8,000</b>	<b>8,000</b>	-
Books and Supplies	900	900	-
Services and Other Operating Costs	170,000	339,000	169,000
Capital Outlay	200,000	80,000	(120,000)
<b>Total Expenditure</b>	<b>370,900</b>	<b>419,900</b>	<b>49,000</b>
Increase /(Decrease) Fund Balance	(362,900)	(411,900)	(49,000)
<b>Projected Fund Balance</b>	<b>58,491</b>	<b>9,491</b>	

<b>Building Fund / Measure "BB" Series D</b>			
	1st Interim	Revised	
	Budget	Budget	
Description	10/31/16	as of 1/31/17	Changes
Beginning Fund Balance	18,779,116	18,779,116	
Local Revenue	100,000	100,000	-
Transfer to Fund 21.0		(3,050,000)	(3,050,000)
<b>Total Revenues</b>	<b>100,000</b>	<b>(2,950,000)</b>	<b>(3,050,000)</b>
Classified Salaries	213,813	228,142	14,329
Employee Benefits	118,345	110,121	(8,224)
Books and Supplies	17,600	34,550	16,950
Services and Other Operating Costs	6,642,700	6,800,800	158,100
Capital Outlay	7,000,100	6,718,100	(282,000)
<b>Total Expenditure</b>	<b>13,992,558</b>	<b>13,891,713</b>	<b>(100,845)</b>
Increase /(Decrease) Fund Balance	<b>(13,892,558)</b>	<b>(16,841,713)</b>	<b>(2,949,155)</b>
<b>Projected Fund Balance</b>	<b>4,886,558</b>	<b>1,937,403</b>	

**Building Fund / Measure "ES" Series A**

	1st Interim	Revised	
	Budget	Budget	
Description	10/31/16	as of 1/31/17	Changes
Beginning Fund Balance	7,586,676	7,586,676	
Local Revenue	50,000	50,000	-
<b>Total Revenues</b>	<b>50,000</b>	<b>50,000</b>	<b>-</b>
Classified Salaries	90,264	90,620	356
Employee Benefits	30,495	29,937	(558)
Books and Supplies	5,305,000	5,305,000	-
Services and Other Operating Costs	789,578	789,578	-
Capital Outlay	926,000	926,000	-
<b>Total Expenditure</b>	<b>7,141,337</b>	<b>7,141,135</b>	<b>(202)</b>
Increase /(Decrease) Fund Balance	<b>(7,091,337)</b>	<b>(7,091,135)</b>	<b>202</b>
<b>Projected Fund Balance</b>	<b>495,339</b>	<b>495,541</b>	

**Building Fund / Measure "ES" Series B**

	1st Interim	Revised	
	Budget	Budget	
Description	10/31/16	as of 1/31/17	Changes
Beginning Fund Balance	57,304,691	57,304,691	
Local Revenue	250,000	370,000	120,000
Bond Proceeds			-
<b>Total Revenues</b>	<b>250,000</b>	<b>370,000</b>	<b>120,000</b>
Classified Salaries	188,982	215,908	26,926
Employee Benefits	90,678	102,626	11,948
Books and Supplies	15,400	41,400	26,000
Services and Other Operating Costs	7,562,100	10,162,250	2,600,150
Capital Outlay	496,200	496,200	-
<b>Total Expenditure</b>	<b>8,353,360</b>	<b>11,018,384</b>	<b>2,665,024</b>
Increase /(Decrease) Fund Balance	<b>(8,103,360)</b>	<b>(10,648,384)</b>	<b>(2,545,024)</b>
<b>Projected Fund Balance</b>	<b>49,201,331</b>	<b>46,656,307</b>	



<b>Fund: 40</b>		<b>Special Reserve Fund for Capital Outlay Project</b>		
		1st Interim Budget 10/31/2016	Revised Budget as of 1/31/17	Changes
Object	Description			
	Beginning Fund Balance	11,444,209	11,444,209	
8300-8599	State Revenue		583,064	583,064
8600-8799	Local Revenue	4,416,552	5,530,000	1,113,448
	<b>Total Revenues</b>	<b>4,416,552</b>	<b>6,113,064</b>	<b>1,696,512</b>
4000-4999	Supplies	12,000	12,000	-
5000-5999	Services and Other Operating Costs	1,105,269	1,105,269	-
6000-6999	Capital Outlay	5,100,000	5,212,000	112,000
7400-7499	COPS Payments	1,869,282	1,869,282	-
	Total Expenditures	<b>8,086,551</b>	<b>8,198,551</b>	<b>112,000</b>
	Increase /(Decrease) Fund Balance	<b>(3,669,999)</b>	<b>(2,085,487)</b>	<b>1,584,512</b>
	<b>Projected Fund Balance</b>	<b>7,774,210</b>	<b>9,358,722</b>	
<b>Major Changes:</b>				
<b>Revenue:</b>				
\$ 583,064	Increase in State Revenue / California Clean Energy Jobs Act (Prop. 39)			
\$1,083,448	Increase in Redevelopment Property Tax Trust Fund (RPTTF)			
<b>Expenditure:</b>				
\$ 112,000	Increase in Equipment for Malibu High Auditorium Light			

TO: BOARD OF EDUCATION  
FROM: BEN DRATI  
RE: CSBA DELEGATE ASSEMBLY ELECTION

ACTION/MAJOR  
02/16/17

RECOMMENDATION NO. A.23

It is recommended that the Board of Education vote for no more than six candidates to serve on the CSBA Delegate Assembly (Region 24).

COMMENT: At its December 15, 2016, board meeting, the board nominated Craig Foster to run to serve on CSBA's Delegate Assembly. His name, along with ten other individuals, appear on the attached ballot. The board can vote for up to six candidates.

The Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Ballots are due March 15, 2017. Election results will be available no later than Monday, April 3. If there is a tie-vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2017-March 31, 2019. The next meeting of the Delegate Assembly is on Saturday, May 20-Sunday, May 21 at the Hyatt Regency in Sacramento.

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

**REQUIRES BOARD ACTION**

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **WEDNESDAY, MARCH 15, 2017**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.  
*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2017 DELEGATE ASSEMBLY BALLOT  
REGION 24  
(Los Angeles County)  
Number of vacancies: 6 (Vote for no more than 6 candidates)

*Delegates will serve two-year terms beginning April 1, 2017 – March 31, 2019*

	Darryl R. Adams (Norwalk-La Mirada USD)*
	Micah Ali (Compton USD)*
	Jan Baird (South Whittier ESD)*
	Monique Ehsan (Hermosa Beach City SD)
	Craig Foster (Santa Monica-Malibu USD)
	Vivian Hansen (Paramount USD)*
	Jose Lara (El Rancho USD)*
	Gabriel Orosco (El Rancho USD)
	Susanne Robins (Culver City USD)
	D Artagnan Scorza (Inglewood USD)
	Ana Valencia (Norwalk-La Mirada USD)*

\_\_\_\_\_  
*Provision for Write-in Candidate Name*

\_\_\_\_\_  
*School District*

\_\_\_\_\_  
*Signature of Superintendent or Board Clerk*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*School District Name*

\_\_\_\_\_  
*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*

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**Region 24 – Donald LaPlante, Director (Downey USD)**  
**16 Delegates (14 elected/2 appointed)**

**Below is a list of all the current Delegates from this Region.**

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Darryl Adams (Norwalk-La Mirada USD), term expires 2017  
Micah Ali (Compton USD), term expires 2017  
Leighton Anderson (Whittier Union HSD), term expires 2018  
Jan Baird (South Whittier City ESD), term expires 2017  
Paul Gardiner (East Whittier City ESD), term expires 2018  
Margie Garrett (Compton USD), term expires 2018  
Vivian Hansen (Paramount USD), term expires 2017  
Megan Kerr (Long Beach USD), appointed term expires 2017  
Eugene M. Krank (Hawthorne SD), term expires 2018  
Jose Lara (El Rancho USD), term expires 2017  
Sylvia V. Macias (South Whittier ESD), term expires 2018  
John McGinnis (Long Beach USD), appointed term expires 2018  
Karen Morrison (Norwalk-La Mirada USD), term expires 2018  
Ann Phillips (Lawndale ESD), term expires 2018  
Margarita Rios (Norwalk-La Mirada USD), term expires 2018  
Ana Valencia (Norwalk-La Mirada USD), term expires 2017

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**Counties**

Los Angeles