



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

**March 2, 2017**

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education will be held on **Thursday, March 2, 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 “A”:** 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 Hybrid Format meeting are: 1) closed session, 2) commendations/ recognitions, 3) study session, 4) communications, 5) executive staff reports, 6) consent calendar, 7) general public comments (max. 30 minutes), 8) discussion items, 9) major items, and 10) continuation of general public comments (if needed).

**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 (15)  
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
- Government Code §54957.6 (20)  
CONFERENCE WITH LABOR NEGOTIATORS
  - Agency designated representative: Dr. Ben Drati  
Employee Organizations: SEIU

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.

**Board of Education Meeting AGENDA: March 2, 2017**

- Government Code §54956.9(d)(2) (20)  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –  
SIGNIFICANT EXPOSURE TO LITIGATION
  - DN-1010-16/17 (Special Education)
- 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 16, 2017.....1

**VI. BOARD OF EDUCATION – COMMENDATIONS/RECOGNITIONS** (30 minutes)

- Women’s History Month (10)
- Middle Level Education Month (5)
- César Chávez Day (15)

**VII. STUDY SESSION** (60 minutes)

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

- S.01 Components of Systems Leadership (60) .....2-2i

**VIII. COMMUNICATIONS** (30 minutes)

The Communications section provides an opportunity for the Board of Education to hear reports from the individuals or committee representatives listed below. All reports are limited to 5 minutes or less. However, if more time is necessary, or if a report will not be presented, please notify the Board secretary eight workdays prior to the date of the meeting.

- A. Student Board Member Reports (15)
  - 1. Alexis Lopez – Santa Monica High School (5)
  - 2. Dillon Eisman – Malibu High School (5)
  - 3. Piter Fouad – Olympic High School (5)
- B. SMMCTA Update – Ms. Sarah Braff (5)
- C. SEIU Update – Ms. Keryl Cartee-McNeely (5)
- D. PTA Council – Ms. Jennifer Smith (5)

**IX. EXECUTIVE STAFF REPORTS** (20 minutes)

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

**X. CONSENT CALENDAR** (10 minutes)

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

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**Curriculum and Instruction**

A.02 Approval of Independent Contractors.....3  
A.03 Overnight Field Trip(s) – 2016-17 .....4  
A.04 Conference and Travel Approval / Ratification .....5-7  
A.05 Approval of Special Education Contracts – 2016-2017 .....8-10

**Business and Fiscal**

A.06 Award of Purchase Orders – 2016-2017 ..... 11-11c  
A.07 Acceptance of Gifts – 2016/2017 ..... 12-13  
A.08 Award of Contract for Independent Auditing Services to Moss,  
Levy & Hartzheim..... 14-15v  
A.09 Approval of Professional Services Agreement with Eric Hall &  
Associates to Evaluate and Support the Purchasing Dept..... 16-17g  
A.10 Project Labor Agreement (PLA) between the Los Angeles/  
Orange Counties Building and Construction Trades Council  
and Santa Monica-Malibu Unified School District ..... 18-18as  
A.11 Amendment to Contract to Meridian IT for the Procurement of  
Part 1 – Computing Equipment for the Data Center Project –  
CMAS Contract #3-14-70-3035A..... 19

**Facilities Improvement Projects**

A.12 Award of Contract – Will Rogers Elementary School – Windows,  
Flooring & Paint Project – Bid #17.08.ES – A.J. Fistes  
Corporation – Measure ES ..... 20  
A.13 Amendment to Agreement – Architectural Services – Will Rogers  
Learning Community – Windows, Paint, Floors & Doors  
Project – HMS Architects – Measure ES ..... 21  
A.14 Award of Agreement – Architectural Design Services – John  
Adams Middle School – Performing Arts Complex Project –  
Measure ES ..... 22-23  
A.15 Amendment to Agreement – Testing and Inspection Services –  
Santa Monica High School – Science & Technology Building  
and Site Improvements, Phase II Project- Measure BB ..... 24  
A.16 Award of Agreement – Professional Design Survey Services –  
Santa Monica High School – Sealy Field Improvement Project –  
Psomas – Measure ES..... 25  
A.17 Change Order – AWI Builders, Inc. – District Office – Data Center  
Project – Measure BB ..... 26  
A.18 Amendment to Agreement – Hazardous Materials Abatement  
Monitoring – Malibu Middle & High School – Campus  
Improvements Project – Alta Environmental – Measure BB ..... 27-28  
A.19 Amendment to Agreement – Arborist and Avian Monitoring –  
Malibu Middle & High School – Campus Improvements  
Project – Psomas – Measure BB..... 29-30  
A.20 Amendment to Agreement – Architectural Services – Malibu  
Middle & High School – Windows, Paint, Floors & Doors  
Project – HMC Architects – Measure ES ..... 31-32  
A.21 Accept Work and Completed – Multiple Purchase Orders –  
Various Projects – Measure BB & ES..... 33

**Personnel**

A.22 Certificated Personnel – Elections, Separations..... 34-36  
A.23 Classified Personnel – Merit ..... 37-39

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|      |                                                            |    |
|------|------------------------------------------------------------|----|
| A.24 | Classified Personnel – Non-Merit.....                      | 40 |
| A.25 | Student Teaching Agreement – Grand Canyon University ..... | 41 |

**XI. 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. The Board may limit the total time for public input on each item to thirty (30) minutes. If the number of persons wishing to address the Board of Education exceeds the time limit, additional time will be provided in **Section XVI. CONTINUATION OF PUBLIC COMMENTS.**

**DISCUSSION and MAJOR Items**

*As a general rule, items under DISCUSSION and MAJOR will be listed in an order determined by the President, Vice President, and Superintendent. Individual Board members may move to request a change in the order prior to consideration of any Major item. The Board may also move any of these items out of order to be heard earlier in the meeting if it appears that there is special interest by the public or as a courtesy to staff members making presentations to the Board.*

**XII. DISCUSSION ITEMS (65 minutes)**

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

|      |                                                                                                                        |        |
|------|------------------------------------------------------------------------------------------------------------------------|--------|
| D.01 | Consider Revising AR 6174 – Education for English Learners (5) .....                                                   | 42-48  |
| D.02 | Partnership with the City of Santa Monica to Construct a<br>Multi-Purpose Field/Parking at the Civic Center (30) ..... | 49-51  |
| D.03 | Adoption of English Elementary Language Arts-English<br>Language Development Textbooks (30).....                       | 52-53e |

**XIII. MAJOR ACTION ITEMS (55 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.26 | Adopt Resolution No. 16-19 – Women’s History Month (5) .....                                                                                                                     | 54-55  |
| A.27 | Adopt Resolution No. 16-20 – Middle Level Education Month (5) .....                                                                                                              | 56-57  |
| A.28 | Adopt Resolution No. 16-21 – César Chávez Day (5).....                                                                                                                           | 58-60  |
| A.29 | Approval of the 2016-17 Second Interim Budget (20).....                                                                                                                          | 61-76m |
| A.30 | Adopt Resolution No. 16-22 – Regarding the Release and<br>Non-Reelection of Certificated Temporary Employees (5) .....                                                           | 77-79  |
| A.31 | Adopt Resolution No. 16-23 – Regarding the Non-Reelection of<br>Certificated Probationary Employees (5).....                                                                     | 80-82  |
| A.32 | Adopt Resolution No. 16-24 – Reduction or Discontinuance of<br>Particular Kinds of Services with Direction to Notify Affected<br>Employees of Recommendation of Layoff (10)..... | 83-86  |

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

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

**XV. BOARD MEMBER ITEMS**

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

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

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

**XVII. CONTINUATION OF PUBLIC COMMENTS**

A continuation of Section VIII, as needed. (If the number of persons wishing to address the Board of Education exceeds the time limit in section VIII, additional time will be provided in Section XVI, **CONTINUATION OF PUBLIC COMMENTS**.)

**XVIII. BOARD MEMBER COMMENTS**

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

**XIV. FUTURE AGENDA ITEMS**

Items for future consideration will be listed with the projected date of consideration. The Board of Education will be given any backup information available at this time.

**XX. ADJOURNMENT**

This meeting will adjourn to a special meeting scheduled for Tuesday, March 7, 2017, at 5:30 p.m., at the **district office**: 1651 16<sup>th</sup> St., Santa Monica, CA 90404. The next regular meeting is scheduled for Thursday, March 16, 2017, at 5:30 p.m. in the **Malibu City Council Chambers**: 23825 Stuart Ranch Road, Malibu, CA.

***Meetings held at the District Office and in Malibu are taped and rebroadcast in Santa Monica on CityTV2, Cable Channel 20 – Check TV listing. Meetings are rebroadcast in Malibu on Government Access Ch. 3 every Saturday at 8pm.***

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**Board of Education Meeting AGENDA: March 2, 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<br>2. Commendations/Recognitions<br>3. Study Session<br>4. Communications<br>5. Executive Staff Reports<br>6. Consent Calendar<br>7. General Public Comments<br><i>(max. 30 minutes)</i><br>8. Discussion Items (as needed)<br>9. Major Items<br>10. Continuation of General Public Comments (if needed) | 1. Closed Session<br>2. Consent Calendar<br>3. Study Session<br>4. Discussion Items<br>5. Major Items (as needed)<br>6. General Public Comments | 1. Closed Session<br>2. Commendations/Recognitions<br>3. Study Session<br>4. Communications<br>5. Executive Staff Reports<br>6. Consent Calendar<br>7. General Public Comments<br><i>(max. 30 minutes)</i><br>8. Discussion Items<br>9. Major Items<br>10. Continuation of General Public Comments (if needed) |

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**Board of Education Meeting AGENDA: March 2, 2017**

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

ACTION  
03/02/17

RECOMMENDATION NO. A.01

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

February 16, 2017

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

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## **STUDY SESSION**



TO: BOARD OF EDUCATION

STUDY SESSION

03/02/17

FROM: BEN DRATI

RE: COMPONENTS OF SYSTEMS LEADERSHIP

STUDY SESSION ITEM NO. S.01

This study session is designed to provide the Board of Education with an understanding of a well-established systems leadership framework for leading continuous improvement that fosters a culture of focus, coherence, mutual accountability, and effective collaboration. The existence of a systems leadership framework is evidenced by the following:

- District leaders and principals engage in Coherence Protocols to assess culture, capacity and readiness. Through facilitated dialog, district leaders and principals will define how to move forward and clarify how to:
  - a. Focus direction
  - b. Cultivate a collaborative culture
  - c. Deepen student learning
  - d. Foster internal accountability/shared responsibility for student learning
- Each school site creates a School Implementation Plan/Single Plan for Student Achievement (SPSA) through the collaboration of site administrators and teacher leaders with participation by district leaders/support staff. Plans clarify how each school will:
  - a. Focus its direction based on student learning needs
  - b. Cultivate a collaborative culture (aka: PLCs)
  - c. Deepen student learning (aka: student equity and performance)
  - d. Improve practices and supports using evidence of student learning
- The district and school sites develop a mutual understanding of a shared leadership system that engages district leaders, principals and teacher leaders in developing collective expertise with deepening student learning.
- District leaders and school principals engaged in quarterly cycles of inquiry to develop collective expertise for leading the continuous improvement of teaching and learning. The result will be quarterly reviews of district-wide progress for improving student equity and performance that is used to refine district and school capacity building strategies.



## Creating Coherence to Build Capacity and Sustainability of Improvement Efforts

March 2, 2017



# A Roadmap for Building Capacity

*Continuous Improvement of  
Student Equity and Performance*



## Four Disciplines of Systems Leadership



"Building capacity refers to developing the skills, competencies and knowledge that individuals and groups need in order to effectively accomplish the goals at hand."

- Michael Fullan and Joanne Quinn: *Coherence* (2015)



## Four Disciplines of Systems Leadership

A strategic focus increases performance in areas most critical for current and future success.

- **Clarity** of district goals and school priorities for student learning
- **Commitment** for developing collective expertise
- **Collaborative inquiry** that deepens student learning
- **Shared accountability** for continuous improvement

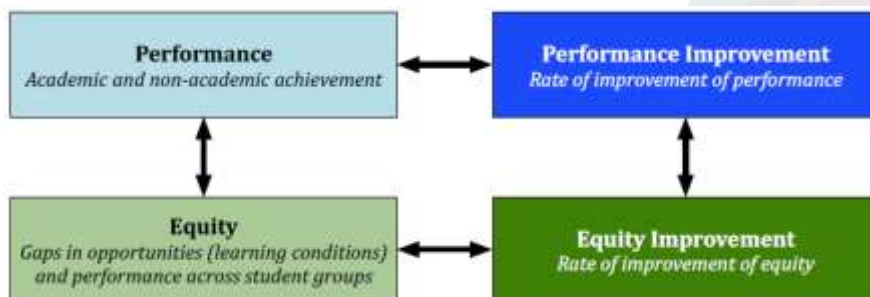
**Whirlwind:** urgent activities of daily work that act on you

**Strategic Focus:** important and new activities that you act on

Change efforts most often fail when approached through a **stroke-of-the-pen** strategy versus a **behavior change** strategy.



## Strategic district goals and school priorities focus on the **root causes** of student inequity and underperformance



\*\*Preparing All Students for College, Career, Life, and Leadership in The 21st Century; CDE (2016)

## Academic Indicator – Distance from Level 3

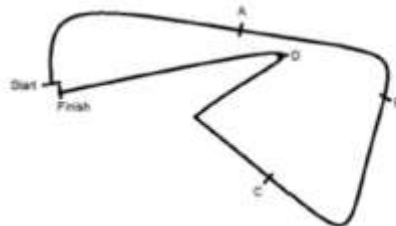
| Level                                                        | Declined Significantly<br>by more than 10 points | Declined<br>by 1 to 10 points | Maintained<br>Declined by less than 1 point or improved by less than 5 points | Increased<br>by 5 to less than 15 points | Increased Significantly<br>by 15 points or more |
|--------------------------------------------------------------|--------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------|
| <b>Very High</b><br>35 or more points above                  | 7<br>(0.1%)<br>Yellow                            | 65<br>(0.9%)<br>Green         | 112<br>(1.6%)<br>Blue                                                         | 330<br>(4.6%)<br>Blue                    | 155<br>(2.2%)<br>Blue                           |
| <b>High</b><br>5 below to less than 35 points above          | 24<br>(0.3%)<br>Orange                           | 130<br>(1.8%)<br>Yellow       | 255<br>(3.6%)<br>Green                                                        | 491<br>(6.9%)<br>Green                   | 369<br>(5.2%)<br>Blue                           |
| <b>Medium</b><br>More than 5 points below to 25 points below | 29<br>(0.4%)<br>Orange                           | 131<br>(1.8%)<br>Orange       | 171<br>(2.4%)<br>Yellow                                                       | 353<br>(4.9%)<br>Green                   | 260<br>(3.6%)<br>Green                          |
| <b>Low</b><br>More than 25 points below to 95 points below   | 276<br>(3.9%)<br>Red                             | 737<br>(10.3%)<br>Orange      | 908<br>(12.7%)<br>Yellow                                                      | 1,257<br>(17.6%)<br>Yellow               | 664<br>(9.3%)<br>Yellow                         |
| <b>Very Low</b><br>More than 95 points below                 | 94<br>(1.3%)<br>Red                              | 127<br>(1.8%)<br>Red          | 84<br>(1.2%)<br>Red                                                           | 97<br>(1.4%)<br>Orange                   | 29<br>(0.4%)<br>Yellow                          |

7

It takes Shaun 90 minutes to complete a 15 mile race. The route, with four checkpoints (labeled A, B, C, and D), is shown.

Assume Shaun runs at a constant rate during the race. Complete the table to show Shaun's time, in minutes, and distance, in miles, at each checkpoint.

| Checkpoint        | A | B  | C   | D  | Finish |
|-------------------|---|----|-----|----|--------|
| Number of minutes |   | 30 |     | 75 | 90     |
| Number of miles   | 3 |    | 8.5 |    | 15     |



**What is the root cause of student skill deficiency?**

### John Hattie: *Collaborative Expertise* (2015)

The aim of schooling is for every student to gain at least a year's worth of learning for a year's input. The research points to a 36% variation in learning across schools within a district, whereas there is a 64% variation in learning within each school.

The greatest influence on student progression in learning is having highly expert, inspired and passionate teachers and school leaders working together to maximize the effect of their teaching on all students in their care.

There is a major role for school leaders: to harness the expertise in their schools and to lead successful transformations.

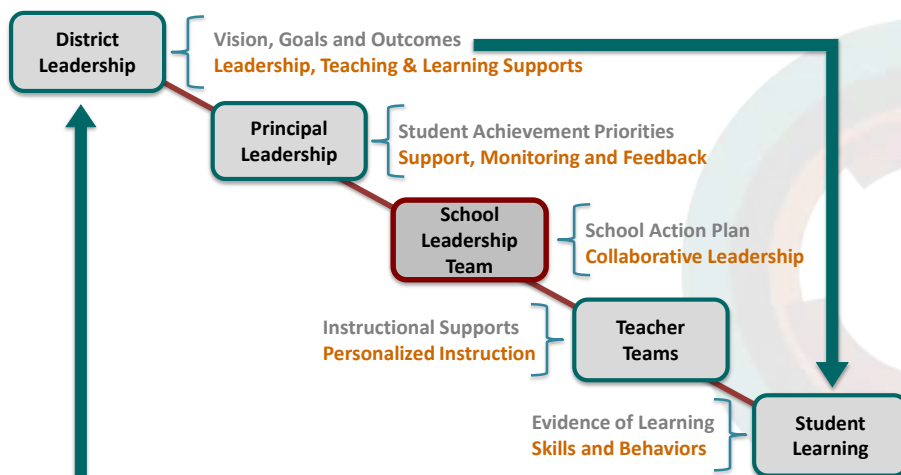
There is also a role for the system: to provide the support, time and resources for this to happen.

Putting all three of these (teachers, leaders, system) together gets at the heart of collaborative expertise.

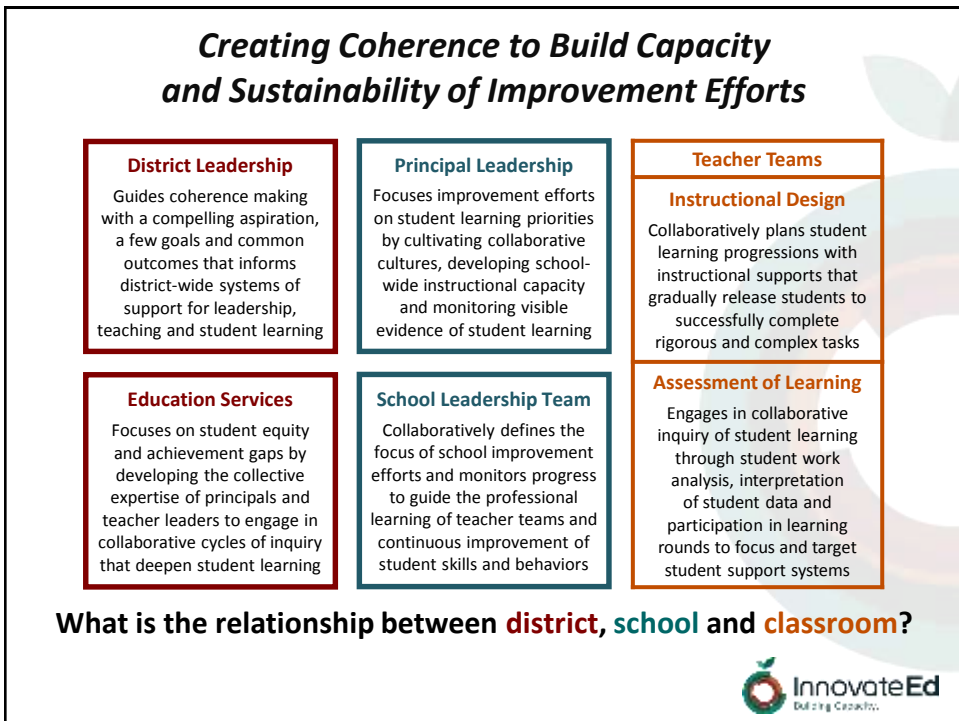
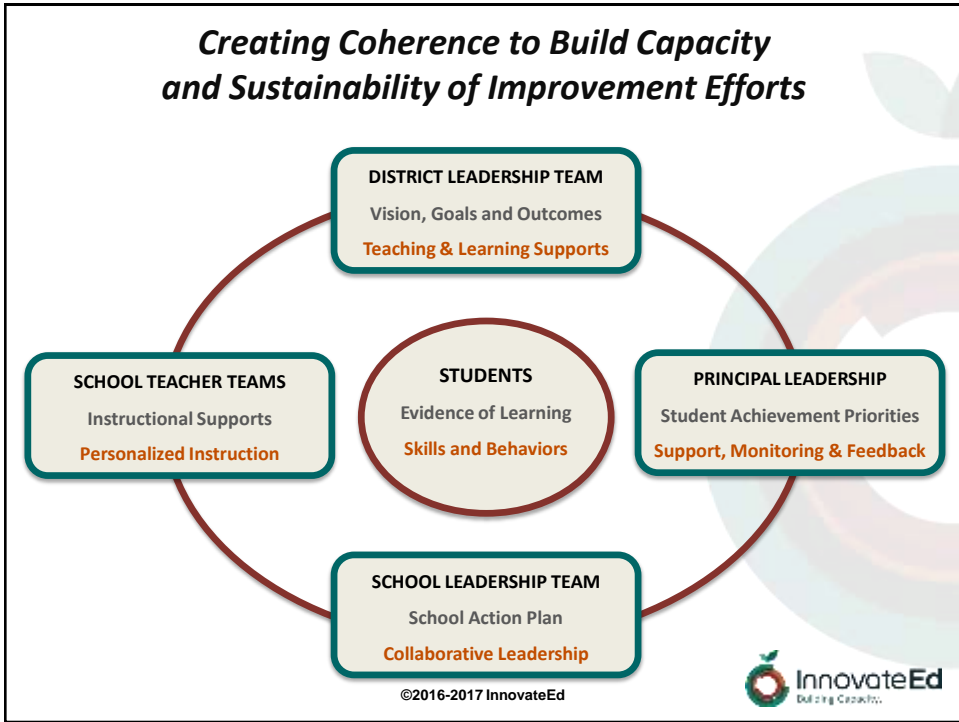
The focus of collaboration needs to be on the **evidence of impact**, common understandings of what impact means, the evidence and ways to know about the magnitude of this impact, and how the impact is shared across many groups of students.

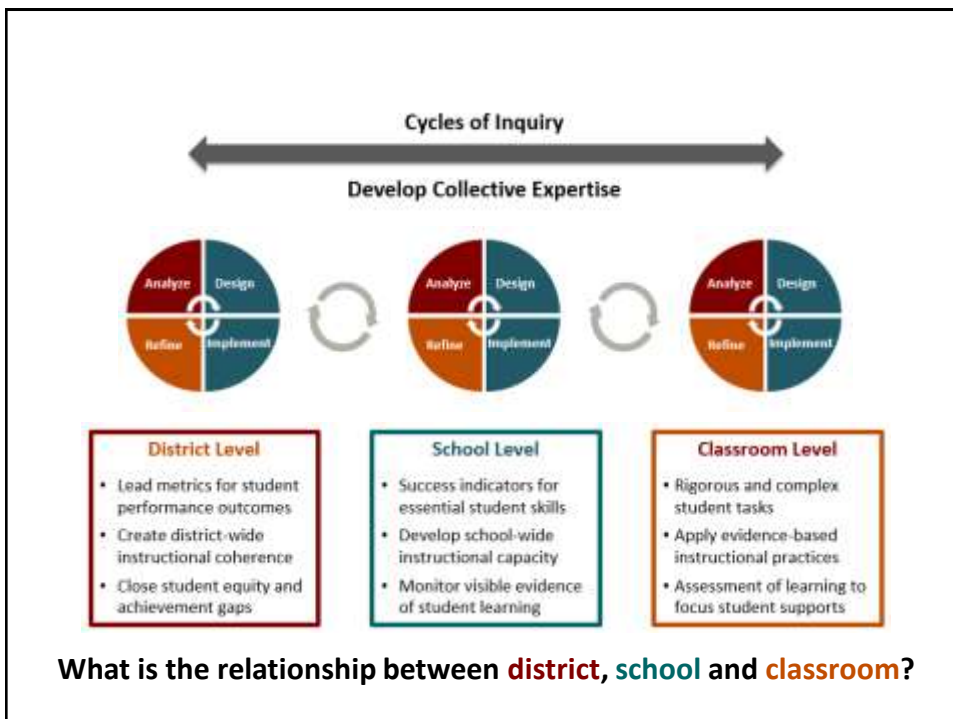
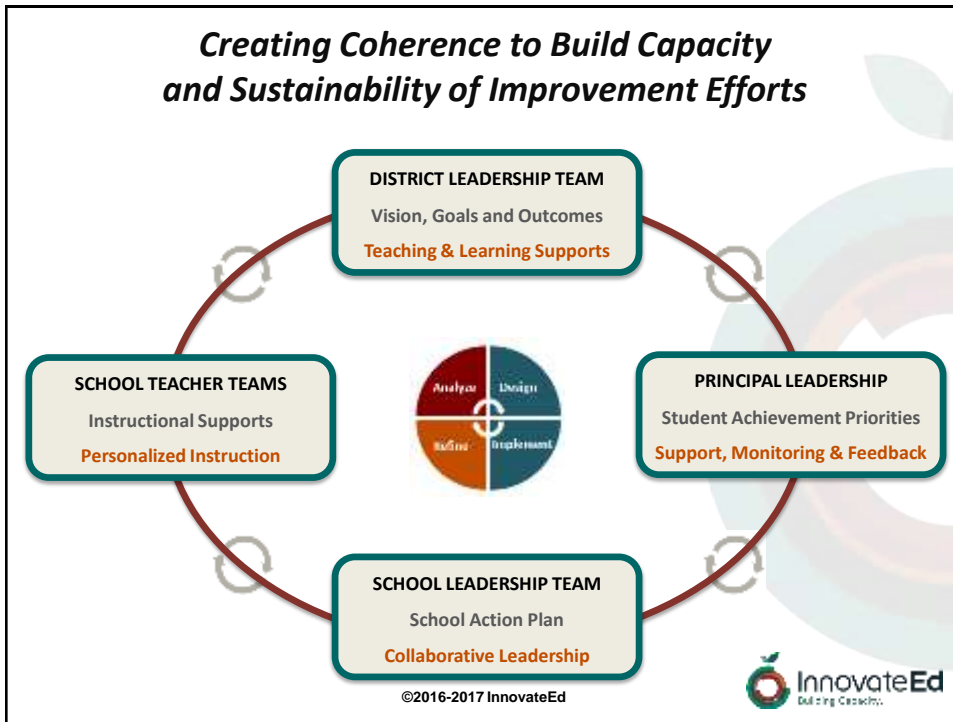


### *Creating Coherence to Build Capacity and Sustainability of Improvement Efforts*



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## District Metrics - System of Continuous Improvement

**Goal 1: All PreK-12 students engage in a rigorous, relevant and standards-aligned curriculum.**

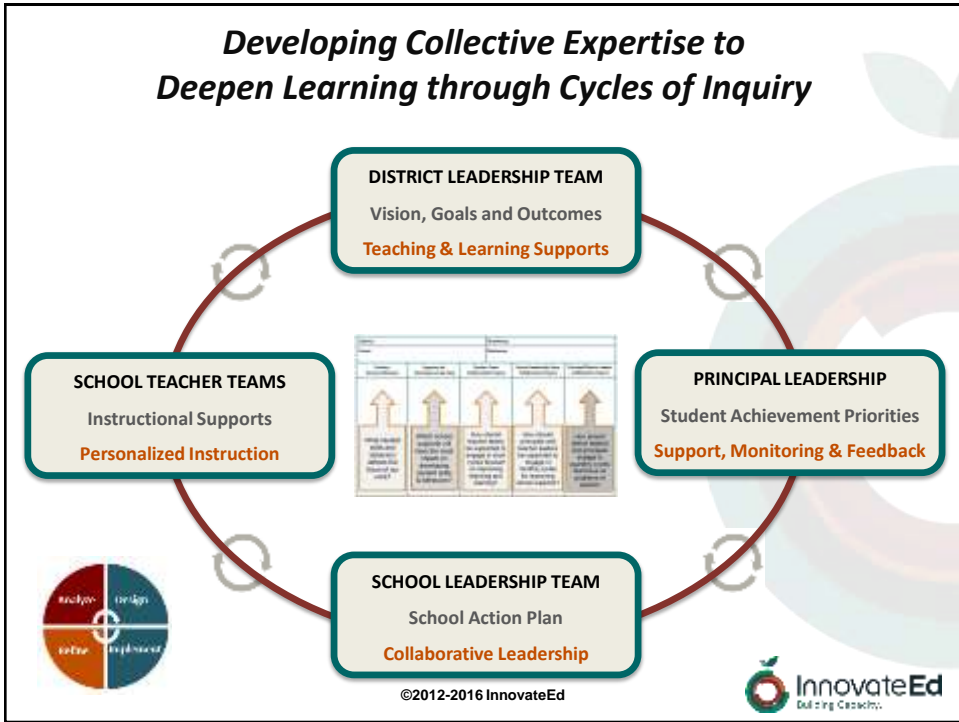
| LCFF METRIC                     | LAG METRIC (annual)                                          | LEAD METRIC (quarterly)                                                         | SUCCESS INDICATOR (monthly)                                                |
|---------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1. CAASPP ELA<br>2. CAASPP Math | 1. Performance Levels (3, 4)<br>2. Performance Levels (3, 4) | 1. District Interim ELA<br>2. District Interim Math<br>3. Progress of D/F rates | 1. Formative Assessments<br>2. Student Work Analysis<br>3. Learning Rounds |

What is the relationship between **district**, **school** and **classroom**?

### **SYSTEMS LEADERSHIP PLANNING TOOL** A GUIDE FOR CONTINUOUS IMPROVEMENT OF PRACTICES

| District:                                                                                                                                               |                                                                                                                                                                                                          | Timeframe:                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Focus:                                                                                                                                                  |                                                                                                                                                                                                          | Outcomes:                                                                                                                                                                                                           |                                                                                                                                                                                                                       |                                                                                                                                                                                                            |
| Student Success Indicators                                                                                                                              | Supports for Teaching and Learning                                                                                                                                                                       | Teacher Team Collaborative Inquiry                                                                                                                                                                                  | School Leadership Team Collaborative Inquiry                                                                                                                                                                          | Principal/District Leader Collaborative Inquiry                                                                                                                                                            |
| <br>What student skills and behaviors defines the focus of our work? | <br>Which school practices and supports will have the most impact on <b>developing student skills and behaviors</b> ? | <br>How should teacher teams be supported to engage in collaborative inquiry focused on <b>improving teaching and learning</b> ? | <br>How should principals and teacher leaders be supported to engage in monthly cycles for <b>improving school-wide supports</b> ? | <br>How should district leaders and principals engage in quarterly cycles that focus on <b>problems of practice</b> ? |

## Developing Collective Expertise to Deepen Learning through Cycles of Inquiry



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## **CONSENT ITEMS**

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

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/<br/>Contract Dates</b> | <b>Description</b> | <b>Site</b> | <b>Funding<br/>(Measure BB)</b> |
|---------------------------------------|--------------------|-------------|---------------------------------|
| NONE                                  |                    |             |                                 |

| <b>Contractor/<br/>Contract Dates</b>                                                                                                                                                | <b>Description</b>                                                                                                                                                                | <b>Site</b>          | <b>Funding</b>                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------|
| Music Rhapsody<br><del>9/23/16 to 5/5/17</del><br>11/14/16 – 06/05/17<br><br>Not to exceed: \$9,000<br><br><i>(Correction to dates and description; originally approved 9/22/16)</i> | <u>Additional music classes - Music Rhapsody will provide 6 music classes per week for 22 weeks, Grades TK-2</u><br><del>Provide music classes for 24 weeks for grades TK-2</del> | McKinley Elementary  | 01-00021-0-11100-10000-5802-004-4040                                                           |
| The Artist Collective<br><br>12/12/16 – 12/20/16<br><br>Not to exceed: \$3,000                                                                                                       | 21 hours of dance workshops to enhance instruction at middle school level                                                                                                         | JAMS                 | 01-90810-0-17000-10000-5802-011-4110 (SM Ed Foundation Teacher Grant – Visual/Performing Arts) |
| InnovateEd LLC<br><br>03/01/17 - 06/30/17<br><br>Not to Exceed: \$67,500                                                                                                             | To further develop district-wide capacity to implement a coherent instructional program aligned with the goals of the district strategic plan.                                    | Educational Services | 01-00030-0-11100-10000-5802-030-1300 (LCAP)                                                    |

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

FROM: BEN DRATI / TERRY DELORIA

RE: OVERNIGHT FIELD TRIP(S) 2016-2017

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.

| School<br>Grade<br># of<br>students                                       | Destination<br>Dates of Trip                                                                                                                                       | Principal /<br>Teacher                                   | Cost<br>Funding<br>Source                                                                                 | Subject | Purpose<br>Of Field Trip                                                                                                                                                        |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Will Rogers<br>5 <sup>th</sup> grade<br><br>100 students                  | Pali Institute<br>Running Springs,<br>CA<br><br><del>2/6/17 – 2/8/17</del><br>5/15/17 – 5/17/17<br>(Correction to trip<br>dates; originally<br>approved 10/06/16)  | M.Gonzalez/<br>C.Howard/<br>S.Vanderah/<br>S.Kerkotchian | \$35,620 total<br>cost for all<br>students; paid<br>for through<br>parent<br>donations and<br>fundraising | Science | Outdoor science camp for<br>our 5 <sup>th</sup> grade students                                                                                                                  |
| Santa<br>Monica High<br><br>9 <sup>th</sup> – 12 <sup>th</sup><br><br>5   | National Steinbeck<br>Center<br>Salinas, CA<br><br>5/5/17 – 5/7/17                                                                                                 | A. Shelton/<br>P. Barraza                                | \$300 per<br>student /<br>Fundraising<br>and parent<br>donations                                          | English | To attend the John<br>Steinbeck Festival                                                                                                                                        |
| Roosevelt<br>Elementary<br>School<br><br>5 <sup>th</sup> Grade<br><br>150 | Pali Camp<br><br><del>3/15/17-3/17/17</del><br>3/19/17 – 3/21/17<br>(Correction to trip<br>dates; originally<br>approved 7/20/16)                                  | 5 <sup>th</sup> Grade<br>Teachers                        | \$48,000<br><br>Parent<br>Contributions/<br>PTA                                                           | Science | 3-day overnight field trip<br>aligned with science<br>standards                                                                                                                 |
| John Adams<br>MS<br><br>8 <sup>th</sup> grade<br><br>160 students         | Astrocamp,<br>Idyllwide; Palm<br>Springs<br><br><del>2/03/17 – 2/05/17</del><br>5/05/17 – 5/07/17<br>(Correction to trip<br>dates; originally<br>approved 9/22/16) | S. Richardson /<br>K. Jurewicz                           | \$300 per<br>student paid<br>by parents &<br>fundraising                                                  | Science | Science Magnet students<br>will attend the camp that<br>focus on space and<br>physics, which<br>complements that 8 <sup>th</sup> grade<br>theme of space travel and<br>physics. |

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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><br><u>SITE</u><br>Account Number<br>Fund – Resource Number                                                                                   | <u>CONFERENCE NAME</u><br><u>LOCATION</u><br><u>DATE (S)</u>                                                                                                            | <u>COST</u><br><u>ESTIMATE</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <u>CALDERA, Clare</u><br>District Office<br>01-00000-0-00000-74000-5220-027-2270<br>General Fund-<br>Function: Personnel/Human Resources                 | SCPMA-HR Annual Training Conference<br>Alhambra, CA<br>March 16, 2017                                                                                                   | \$180                          |
| <u>CHAVEZ, Dennis</u><br>Maintenance<br>01-81500-0-00000-81100-5220-061-2602<br>General Fund-<br>Resource: Ongoing & Major Maint.                        | CASH (School Facilities)<br>Sacramento, CA<br>February 19 - 22, 2017                                                                                                    | \$1,480                        |
| <u>DABASH, Reham</u><br>Child Development Services<br>12-52101-0-85000-10000-5220-070-2700<br>Child Development Fund-<br>Resource: HS-Train & Tech Asst. | Creative Curriculum and Education Trainings<br>Santa Fe Springs, CA<br>February 15 <sup>th</sup> & 21 <sup>st</sup> , 2017                                              | \$100                          |
| <u>GARCIA, Sara</u><br>Child Development Services<br>12-52101-0-85000-10000-5220-070-2700<br>Child Development Fund-<br>Resource: Head Start – Basic     | Making the Most of Classroom Interactions<br>Santa Fe Springs, CA<br>January 27, 2017<br>February 3, 17, 24, 2017<br>March 3, 10, 17, 24, 31, 2017<br>April 7, 14, 2017 | \$440                          |
| <u>LINDEMANN, Maya</u><br>Child Development Services<br>12-52105-0-85000-10000-5220-070-2700<br>Child Development Fund-<br>Resource: HS-Train & Tech Ass | LACOE Coordinator Meetings-Required<br>Santa Fe Springs, CA<br>10/23/16, 2/14/17, 2/22/17                                                                               | \$20                           |
| <u>SERRATORE, Rosa</u><br>Educational Services<br>01-00030-0-11100-10000-5220-030-1300<br>General Fund-<br>Resource: LCAP                                | CA Action Network for Mathematics<br>Santa Rosa, CA<br>April 20 – 22, 2017                                                                                              | \$200                          |

### Adjustments

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

|                                                                                                                                                            |                                                                                 |                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <u>BARTELHEIM, Evan</u><br><u>OSTROM, Michael</u><br>Educational Services<br>01-00000-0-19510-31600-5220-030-1300<br>General Fund-<br>Function: Assessment | Illuminate Education User Conference<br>San Diego, CA<br>February 21 – 22, 2017 | \$3,500<br>PLUS AN OVERAGE<br>OF \$1,500<br>Added:<br>Bertha Roman and<br>Sheri Hynding |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

### Group Conference and Travel: In-State

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

|                                                                                                                                                                                                   |                                                                                              |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------|
| <u>EDEBURN, Ellen</u><br><u>+4 Additional Staff</u><br><u>+3 Board Members</u><br>Educational Services/District Office<br>01-00030-0-11100-10000-5220-030-1300<br>General Fund-<br>Resource: LCAP | Ethnic Studies Study Tour<br>Pico Rivera, CA<br>February 10, 2017                            | \$610<br>+2 SUBS   |
| <u>MIGUEL, Jayvee</u><br><u>BERUMEN, Ted</u><br>Purchasing<br>01-00000-0-00000-75300-5220-055-2550<br>General Fund-<br>Function: Purchasing                                                       | QSS User Group Conference 2017<br>Garden Grove, CA<br>March 1 – 3, 2017                      | \$2,200            |
| <u>MAEZ, Jan</u><br><u>+14 Additional Staff</u><br>District Office<br>01-90120-0-00000-73000-5220-050-1500<br>General Fund-<br>Resource: Gifts                                                    | CASBO<br>Long Beach, CA<br>April 13 – 15, 2017                                               | \$21,500           |
| <u>ROMAN, Bertha</u><br><u>HYNDING, Sheri</u><br>Educational Services<br>01-90120-0-19100-10000-5220-030-1300<br>General Fund-<br>Resource: Gifts                                                 | CUE National Conference<br>Palm Springs, CA<br>March 16 – 18, 2017                           | \$1,200            |
| <u>WOO, Angela</u><br><u>GARNREITER, Sean</u><br>Adams Middle<br>01-90120-0-17100-10000-5220-011-4110<br>General Fund-<br>Resource: Gifts                                                         | California All-State Music<br>Education Conference<br>San Jose, CA<br>February 16 – 19, 2017 | \$2,500<br>+2 SUBS |

### Out-of-State Conferences: Individual

|             |  |  |
|-------------|--|--|
| <b>NONE</b> |  |  |
|-------------|--|--|

**Out-of-State Conferences: Group**

|                                                                                                                                                                                          |                                                  |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------|
| <u>DEMELLO, Flavia</u><br><u>+2 Additional Staff</u><br>Adult Education Center<br>11-63910-0-41100-10000-5220-035-1300<br>Adult Education Fund-<br>Resource: Adult Education/Block Grant | TESOL 2017<br>Seattle, WA<br>March 21 – 24, 2017 | \$8,250<br>+2 SUBS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------|

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

FROM: BEN DRATI / TERRY DELORIA / PAMELA KAZEE

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS – 2016-2017

RECOMMENDATION NO. A.05

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 | Service Description   | Contract Number | Cost Not to Exceed |
|-----------------------------------|---------------|-----------------------|-----------------|--------------------|
| Summit View Westside (Help Group) | 6             | Ed & related services | 22              | N/A # adj only     |
| Bridgeport School                 | 2             | Ed & related services | 19              | \$27               |
| THG West (Help Group)             | 7             | Ed & related services | 23              | \$1,118            |

|                                              |         |              |
|----------------------------------------------|---------|--------------|
| 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 2/16/2017    |         | \$ 2,248,474 |
|                                              | Balance | \$ 51,526    |
| Positive Adjustment (See Below)              |         | \$ 0         |
|                                              |         | \$ 51,526    |
| Total Amount for these Contracts             |         | \$ 1,145     |
|                                              | Balance | \$ 50,381    |

| 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 \$503,300 as of 2/16/2017. |                     |                 |                          |                 |         |
| NPS                                                                                                                                 | Service Description | Contract Number | Reduce (R) Eliminate (E) | Adjusted Amount | Comment |
|                                                                                                                                     |                     |                 |                          |                 |         |

**NPA**

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

| Nonpublic Agency | # of students / SSIN | Service Description | Contract Number | Not to Exceed |
|------------------|----------------------|---------------------|-----------------|---------------|
| Mediscan         | Various              | OT, SLPA            | 1-SPED16002     | \$8,550       |
| Mediscan         | Various              | SLP, SLPA           | 2               | \$22,060      |

|                                           |         |             |
|-------------------------------------------|---------|-------------|
| Amount Budgeted NPA 16/17                 |         | \$ 700,000  |
| Prior Board Authorization as of 2/16/2017 |         | \$ 795,023  |
|                                           | Balance | \$ -95,023  |
| Positive Adjustment (See Below)           |         | \$ 0        |
|                                           |         | \$ -95,023  |
| Total Amount for these Contracts          |         | \$ 30,610   |
|                                           | Balance | \$ -125,633 |

| 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 2/16/2017. |                     |                 |                          |                 |         |
| 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 |
|--------------------------|----------------------|---------------------|-----------------|--------------------|
|                          |                      |                     |                 |                    |

|                                                         |         |            |
|---------------------------------------------------------|---------|------------|
| 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 2/16/2017               |         | \$ 158,844 |
|                                                         | Balance | \$ -33,844 |
| Positive Adjustment (See Below)                         |         | \$ 0       |
|                                                         |         | \$ -33,844 |
| Total Amount for these Contracts                        |         | \$ 0       |
|                                                         | Balance | \$ -33,844 |

| Adjustment                                                                                                                                          |                     |                 |                          |                 |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|--------------------------|-----------------|---------|
| 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 2/16/2017. |                     |                 |                          |                 |         |
| Instructional Consultant                                                                                                                            | Service Description | Contract Number | Reduce (R) Eliminate (E) | Adjusted Amount | Comment |
|                                                                                                                                                     |                     |                 |                          |                 |         |

**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 |
|----------------------------------------|------------|------------------------------------------|-----------------|--------------------|
| Parent Reimbursement                   | 7145847516 | Therapeutic Visit - Lakemary             | 65-SPED17135    | \$1,910            |
| Parent Reimbursement                   | 2986314895 | Vision Therapy IEE                       | 63-SPED17133    | \$540              |
| Parent Reimbursement                   | 12/22/11   | Mileage                                  | 64-SPED17134    | \$2,046            |
| Parent Reimbursement                   | 6145850384 | Therapeutic Visit - La Europa            | 60-SPED17130    | \$1,200            |
| Nancy Friedman                         | Various    | School Psychologist Academic Assessments | 61-SPED17131    | \$7,680            |
| Patricia Martinez                      | Various    | School Psychologist Academic Assessments | 33-SPED17064    | \$400              |
| Alan Brodney - Century City Optometric | 2986314895 | Vision Therapy                           | 62-SPED17132    | \$5,800            |

|                                                     |         |            |
|-----------------------------------------------------|---------|------------|
| Amount Budgeted Non-Instructional Consultants 16/17 |         | \$ 260,000 |
| Prior Board Authorization as of 2/16/2017           |         | \$ 265,608 |
|                                                     | Balance | \$ -5,608  |
| Positive Adjustment (See Below)                     |         | \$ 0       |
|                                                     |         | \$ -5,608  |
| Total Amount for these Contracts                    |         | \$ 19,576  |
|                                                     | Balance | \$ -25,184 |

| Adjustment                                                                                                                                                  |                     |                 |                          |                 |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|--------------------------|-----------------|---------|
| Non-Instructional Consultants Budget 01-65000-0-57500-11900-5890-043-1400                                                                                   |                     |                 |                          |                 |         |
| There has been a reduction in authorized expenditures of Non-Instructional Consultants contracts for FY 2016/2017 in the amount of \$1,200 as of 2/16/2017. |                     |                 |                          |                 |         |
| Non-Instructional Consultant                                                                                                                                | Service Description | Contract Number | Reduce (R) Eliminate (E) | Adjusted Amount | Comment |
|                                                                                                                                                             |                     |                 |                          |                 |         |

**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 2/16/2017              |         | \$ | 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 2/16/2017. |                     |                 |                          |                 |         |
| 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

03/02/17

FROM: BEN DRATI / JANECE L. MAEZ

RE: AWARD OF PURCHASE ORDERS – 2016-17

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from February 9, 2017, through February 22, 2017, for fiscal year 2016-17.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF MARCH, 2017

PAGE 1

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    |    |
|-----------------------------|-------------------------------|--------------------------------|--------------------------------|-----------|----|
| *** NEW PURCHASE ORDERS *** |                               |                                |                                |           |    |
| 178559                      | A-1 ENTERPRISES INC           | FENCE REPAIR AT FRANKLIN       | FACILITY MAINTENANCE           | 5,674.00  | DF |
| 178563                      | ACCUCUT LLC                   | DIECUT, ROLLER, TRAY           | WEBSTER ELEMENTARY SCHOOL      | 179.78    | R  |
| 178488                      | APPLE COMPUTER CORP           | IPAD AIR 2                     | SPECIAL EDUCATION REGULAR YEAR | 518.06    | R  |
| 178626                      | ASCD                          | MEMBERSHIP RENEWAL             | LINCOLN MIDDLE SCHOOL          | 1,085.00  | U  |
| 178539                      | AVON CAR RENTAL               | Car/Van Rental                 | STATE AND FEDERAL PROJECTS     | 77.53     | R  |
| 178552                      | AWBREY-MCCONVILLE, GIGI       | CLASSROOM SUPPLIES             | SANTA MONICA HIGH SCHOOL       | 100.00    | U  |
| 178533                      | BSN SPORTS/SPORT SUPPLY GROUP | Athletic Equip. for Samohi     | THEATER OPERATIONS&FACILITY PR | 2,021.86  | U  |
| 178638                      | BSN SPORTS/SPORT SUPPLY GROUP | Athletic order for Samohi      | THEATER OPERATIONS&FACILITY PR | 4,006.29  | U  |
| 178639                      | BSN SPORTS/SPORT SUPPLY GROUP | Tennis net for Samohi          | THEATER OPERATIONS&FACILITY PR | 852.15    | U  |
| 178569                      | CASTILLO, DAVID ANTHONY C.    | VOCAL MUSIC ADJUDICATOR        | JOHN ADAMS MIDDLE SCHOOL       | 200.00    | R  |
| 178534                      | CDW-G COMPUTING SOLUTIONS     | CDW-G-TRIPPLITE-CARL WITT      | STATE AND FEDERAL PROJECTS     | 97.25     | R  |
| 178594                      | CDW-G COMPUTING SOLUTIONS     | MEMORY CHIPS                   | LINCOLN MIDDLE SCHOOL          | 113.75    | R  |
| 178625                      | CDW-G COMPUTING SOLUTIONS     | CDW-G-SNOWBALL USB-ED SERVICES | STATE AND FEDERAL PROJECTS     | 74.42     | R  |
| 178303                      | CHEFS TOYS                    | KITCHEN SUPPLIES               | FOOD SERVICES                  | 1,753.05  | F  |
| 178696                      | CHEFS TOYS                    | CRES COR WARMER FOR MUIR       | FOOD SERVICES                  | 4,089.81  | F  |
| 178473                      | COMPLETE OFFICE OF CA         | U.S. FLAGS FOR CLASSROOMS      | GRANT ELEMENTARY SCHOOL        | 138.75    | U  |
| 178540                      | COMPLETE OFFICE OF CA         | OPEN ORDER/INST SUPPLIES       | JOHN ADAMS MIDDLE SCHOOL       | 165.00    | R  |
| 178624                      | COMPLETE OFFICE OF CA         | OFFICE SUPPLIES                | SANTA MONICA HIGH SCHOOL       | 1,000.00  | U  |
| 178691                      | COMPLETE OFFICE OF CA         | OFFICE SUPPLIES                | SANTA MONICA HIGH SCHOOL       | 187.15    | R  |
| 178707                      | COMPLETE OFFICE OF CA         | OFFICE SUPPLIES                | OLYMPIC CONTINUATION SCHOOL    | 500.00    | U  |
| 178471                      | CONNECTING CULTURES MOBILE    | MOBILE MUSEUM                  | LINCOLN MIDDLE SCHOOL          | 1,000.00  | U  |
| 178447                      | CULVER NEWLIN                 | PICNIC TABLES FOR LUNCH QUAD   | JOHN ADAMS MIDDLE SCHOOL       | 3,611.06  | R  |
| 178588                      | DEMCO INC                     | library supplies               | JOHN MUIR ELEMENTARY SCHOOL    | 180.31    | R  |
| 178609                      | DISCOUNT SCHOOL SUPPLY        | INSTRUCTIONAL                  | CHILD DEVELOPMENT CENTER       | 133.38    | CD |
| 178611                      | DISCOUNT SCHOOL SUPPLY        | INSTRUCTIONAL                  | CDC: CCTR                      | 217.48    | CD |
| 178615                      | DISCOUNT SCHOOL SUPPLY        | INSTRUCTIONAL                  | CHILD DEVELOPMENT CENTER       | 145.00    | CD |
| 178618                      | DISCOUNT SCHOOL SUPPLY        | INSTRUCTIONAL                  | CHILD DEVELOPMENT CENTER       | 124.49    | CD |
| 178644                      | DISCOUNT SCHOOL SUPPLY        | INSTRUCTIONAL                  | CDC: CCTR                      | 224.64    | CD |
| 178544                      | DURHAM SCHOOL SERVICES        | TRANSPORTATION                 | SANTA MONICA HIGH SCHOOL       | 630.28    | U  |
| 178580                      | ELGINEX CORPORATION           | ADULT AND CHILD BELTS          | SPECIAL EDUCATION REGULAR YEAR | 193.59    | R  |
| 178701                      | EMS SAFETY SERVICES INC       | CPR CLASS SUPPLIES             | HEALTH SERVICES                | 870.10    | U  |
| 178591                      | EWING IRRIGATION PRODUCTS     | GROUNDS SUPPLIES               | GROUNDS MAINTENANCE            | 2,207.32  | R  |
| 178449                      | FAST DEER BUS CHARTER INC     | CHARTER BUSES FOR ASTROCAMP    | JOHN ADAMS MIDDLE SCHOOL       | 8,630.48  | R  |
| 178464                      | FAST DEER BUS CHARTER INC     | BUS TRASNPORT FOR FIELTRIP     | MCKINLEY ELEMENTARY SCHOOL     | 3,894.24  | R  |
| 178659                      | FOLLETT SCHOOL SOLUTIONS INC  | LIBRARY BOOKS                  | GRANT ELEMENTARY SCHOOL        | 2,000.00  | U  |
| 178665                      | FOLLETT SCHOOL SOLUTIONS INC  | REPLACEMENT BOOKS              | WEBSTER ELEMENTARY SCHOOL      | 677.40    | R  |
| 178547                      | FOOTHILL SOILS                | GROUNDS SUPPLIES/MATERIALS     | GROUNDS MAINTENANCE            | 412.20    | R  |
| 178579                      | FUN AND FUNCTION LLC          | EDUCUBE TRAYS                  | SPECIAL EDUCATION REGULAR YEAR | 207.37    | R  |
| 178570                      | GALE SUPPLY CO                | Open order for supplies        | TRANSPORTATION                 | 500.00    | U  |
| 178589                      | GALE SUPPLY CO                | CUSTODIAL SUPPLIES             | FACILITY OPERATIONS            | 25,000.00 | U  |
| 178619                      | GALE SUPPLY CO                | GLOVES                         | CHILD DEVELOPMENT CENTER       | 737.44    | CD |
| 178535                      | GENERAL INSTALLERS            | REPAIR TO WALKIN FREEZ. DOOR   | FOOD SERVICES                  | 2,767.29  | R  |
| 178655                      | HANDWRITING WITHOUT TEARS INC | keyboarding program licenses   | LINCOLN MIDDLE SCHOOL          | 185.73    | R  |
| 178657                      | HEAL THE BAY                  | Admission for grade 1 field tr | FRANKLIN ELEMENTARY SCHOOL     | 450.00    | R  |
| 178645                      | HMC ARCHITECTS                | MALIBU COASTAL COMM APPROVALS  | BUSINESS SERVICES              | 10,850.00 | D  |
| 178565                      | HOUGHTON MIFFLEN HARCOURT     | TEST RECORDS                   | SPECIAL EDUCATION REGULAR YEAR | 1,114.07  | R  |

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF MARCH, 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    |    |
|--------|--------------------------------|--------------------------------|--------------------------------|-----------|----|
| 178584 | INGLE DODD MEDIA               | Open P.O. for magazine Ad      | THEATER OPERATIONS&FACILITY PR | 1,975.00  | R  |
| 178693 | INTELLI-TECH                   | monitor for Evan B.            | CURRICULUM AND IMC             | 300.42    | U  |
| 178637 | INTERNATIONAL PAPER            | COPY PAPER                     | PT DUME ELEMENTARY SCHOOL      | 1,464.39  | U  |
| 178672 | INTERNATIONAL PAPER            | COPY PAPER                     | GRANT ELEMENTARY SCHOOL        | 1,647.00  | R  |
| 178568 | J TAYLOR EDUCATION INC         | TEACHER ELL MATERIALS          | CURRICULUM AND IMC             | 502.55    | U  |
| 178634 | JOHNSTON, CINDY                | REIMBURSEMENT                  | MCKINLEY ELEMENTARY SCHOOL     | 127.71    | R  |
| 178688 | JOSTENS/CAP & GOWNS            | cap/gown                       | OLYMPIC CONTINUATION SCHOOL    | 594.35    | U  |
| 178641 | JUSTIS, VICKIE                 | REIMBURSEMENT                  | CHILD DEVELOPMENT CENTER       | 300.00    | CD |
| 178633 | KOMATSU FORKLIFT USA LLC       | KEYS FOR FORKLIFT              | FACILITY OPERATIONS            | 50.10     | U  |
| 178605 | LA COUNTY DEPT OF HEALTH SVC   | BACKFLOW DEVICE FEES           | FACILITY MAINTENANCE           | 1,760.00  | R  |
| 178472 | LAKESHORE                      | CLASSROOM SUPPLIES             | GRANT ELEMENTARY SCHOOL        | 345.00    | U  |
| 178555 | LAKESHORE                      | CLASSROOM SUPPLIES             | GRANT ELEMENTARY SCHOOL        | 75.00     | U  |
| 178556 | LAKESHORE                      | CLASSROOM SUPPLIES             | GRANT ELEMENTARY SCHOOL        | 75.00     | U  |
| 178557 | LAKESHORE                      | CLASSROOM SUPPLIES             | GRANT ELEMENTARY SCHOOL        | 75.00     | U  |
| 178558 | LAKESHORE                      | CLASSROOM SUPPLIES             | GRANT ELEMENTARY SCHOOL        | 75.00     | U  |
| 178607 | LAKESHORE                      | OPEN ORDER/INSTRUCTIONAL       | CDC: CCTR                      | 125.00    | CD |
| 178617 | LAKESHORE                      | OPEN ORDER/INSTRUCTIONAL       | CHILD DEVELOPMENT CENTER       | 100.00    | CD |
| 178643 | LAKESHORE CURRICULUM           | INSTRUCTIONAL                  | CHILD DEVELOPMENT CENTER       | 391.68    | CD |
| 178709 | NELI'S INC                     | CATERING SERVICES FOR TRAINING | FACILITY MAINTENANCE           | 600.00    | R  |
| 178548 | NEXTEL OF CALIFORNIA INC       | PHONE BILLS                    | GROUND MAINTENANCE             | 1,200.00  | R  |
| 178681 | NRC ENVIRONMENTAL SERVICES INC | PUMPOUT OF CLARIFIER AT SAMOHI | FACILITY MAINTENANCE           | 2,561.69  | R  |
| 178694 | ORLANSKY, KAREN A.             | INDEPENDENT CONTRACTORS/CONSLT | BOE/SUPERINTENDENT             | 30,000.00 | U  |
| 178475 | PALI MOUNTAIN RETREAT AND      | FIELD TRIP/SCIENCE CAMP FEE    | GRANT ELEMENTARY SCHOOL        | 16,601.24 | R  |
| 178561 | PEARSON CLINICAL ASSESSMENT    | TEACHER RATING SCALES          | SPECIAL EDUCATION REGULAR YEAR | 940.64    | R  |
| 178554 | PRO-ED                         | CAS2 ONLINE SCORING            | SPECIAL EDUCATION REGULAR YEAR | 138.00    | R  |
| 178667 | READ NATURALLY                 | READ NATURALLY                 | SPECIAL EDUCATION REGULAR YEAR | 286.02    | R  |
| 177380 | READING PARTNERS               | READING PARTNERS               | JOHN MUIR ELEMENTARY SCHOOL    | 17,500.00 | U  |
| 178372 | REDWOOD PRESS INC              | REPORT CARD ENVELOPES          | INFORMATION SERVICES           | 2,418.80  | U  |
| 178572 | REISS-WOZNAK MEDICAL CLINIC    | Open order for physicals       | TRANSPORTATION                 | 720.00    | U  |
| 178573 | RILEY, MARTELLE                | Reimbursement for Driver Phy.  | TRANSPORTATION                 | 115.00    | U  |
| 178647 | RUBE GOLDBERG INC              | REGISTRATION CONTEST           | OLYMPIC CONTINUATION SCHOOL    | 395.00    | R  |
| 178631 | SAN JOAQUIN CNTY OFFICE OF ED  | EDJOIN SUMMER SCHOOL FEE       | PERSONNEL SERVICES             | 161.78    | U  |
| 178646 | SANTA MONICA POLICE DEPT-ALARM | ALARM REGISTRATION FEES        | FACILITY MAINTENANCE           | 175.20    | R  |
| 178628 | SCHOOL HEALTH CORPORATION      | HEALTH SUPPLIES                | SANTA MONICA HIGH SCHOOL       | 1,100.00  | U  |
| 178536 | SCHOOL OUTFITTERS LLC          | HEADPHONES FOR TESTING         | WILL ROGERS ELEMENTARY SCHOOL  | 888.37    | R  |
| 178553 | SCHOOL SPECIALTY INC           | CLASSROOM SUPPLIES             | GRANT ELEMENTARY SCHOOL        | 95.35     | U  |
| 178629 | SCHWAAB INC                    | RUBBER STAMPS FOR WORKSHOPS    | JOHN ADAMS MIDDLE SCHOOL       | 210.23    | R  |
| 178508 | SCRIP INC                      | MINI EXERCISE BIKE             | SPECIAL EDUCATION REGULAR YEAR | 185.94    | R  |
| 178571 | SEDILLOS, HOLLY                | AJUDICATOR FOR VOCAL MUSIC     | JOHN ADAMS MIDDLE SCHOOL       | 200.00    | R  |
| 178613 | SEHI COMPUTER PRODUCTS         | TONER CARTRIDGE FOR PRINTER    | GRANT ELEMENTARY SCHOOL        | 589.07    | U  |
| 178642 | SEHI COMPUTER PRODUCTS         | PRINTER INK                    | PERSONNEL SERVICES             | 728.76    | U  |
| 178598 | SIMON, MONICA                  | REIMBURSEMENT/SPRING BREAK     | CDC: CCTR                      | 200.00    | CD |
| 178520 | SIR SPEEDY PRINTING #0245      | SEASIDE BANNERS                | CURRICULUM AND IMC             | 152.95    | U  |
| 178627 | SIR SPEEDY PRINTING #0245      | ENVELOPES                      | SPECIAL EDUCATION REGULAR YEAR | 209.76    | R  |
| 178608 | SMART & FINAL                  | OPEN ORDER/COOKING & SCIENCE   | CDC: CCTR                      | 100.00    | CD |
| 178616 | SMART & FINAL                  | OPEN ORDER/COOKING & SCIENCE   | CHILD DEVELOPMENT CENTER       | 75.00     | CD |
| 178664 | SMART & FINAL #315             | SPED CLASSROOM SUPPLIES        | SPECIAL EDUCATION REGULAR YEAR | 100.00    | R  |
| 178683 | SMITH, BRADFORD                | GENERAL INSTRUCTIONAL SUPPLIES | ADULT EDUCATION CENTER         | 600.00    | A  |
| 178499 | STAPLES BUSINESS ADVANTAGE     | Add to open P.O. for Office    | THEATER OPERATIONS&FACILITY PR | 1,500.00  | R  |
| 178578 | STAPLES BUSINESS ADVANTAGE     | STAPLES OPEN ORDER SCYR 16-17  | CURRICULUM AND IMC             | 5,000.00  | U  |

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF MARCH, 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                                                                             |            |
|----------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|--------------------------------|------------------------------------------------------------------------------------|------------|
| 178614                                                                                       | STAPLES BUSINESS ADVANTAGE     | WHITE BOARD                    | LINCOLN MIDDLE SCHOOL          | 229.79                                                                             | U          |
| 178623                                                                                       | STATE OF CALIFORNIA            | LATE FEES ELEVATOR 165785      | FACILITY MAINTENANCE           | 1,350.00                                                                           | R          |
| 178585                                                                                       | STEELEDECK INC.                | Platform for Greek             | THEATER OPERATIONS&FACILITY PR | 4,299.21                                                                           | R          |
| 178474                                                                                       | STUDENT TRANSPORTATION OF AMER | BUSES FOR FIELD TRIP 15/16     | GRANT ELEMENTARY SCHOOL        | 470.00                                                                             | R          |
| 178682                                                                                       | TEXTBOOK WAREHOUSE INC.        | REFERENCE BOOKS                | OLYMPIC CONTINUATION SCHOOL    | 407.23                                                                             | R          |
| 178288                                                                                       | THINKING MAPS INC              | THINKING MAPS TRAINER          | PT DUME ELEMENTARY SCHOOL      | 1,800.00                                                                           | U          |
| 178658                                                                                       | THINKING MAPS INC              | Reference books for teachers   | FRANKLIN ELEMENTARY SCHOOL     | 2,829.58                                                                           | R          |
| 178685                                                                                       | THINKING MAPS INC              | Teacher reference books        | FRANKLIN ELEMENTARY SCHOOL     | 876.30                                                                             | R          |
| 178575                                                                                       | TOPP, COURTNEY ALISE           | REIMBURSEMENT                  | SPECIAL EDUCATION REGULAR YEAR | 186.28                                                                             | R          |
| 178599                                                                                       | TOYS R US                      | OPEN ORDER/INSTRUCTIONAL       | CDC: CCTR                      | 225.00                                                                             | CD         |
| 178710                                                                                       | TUMBLEWEED TRANSPORTATION      | TRANSPORTATION                 | SANTA MONICA HIGH SCHOOL       | 892.50                                                                             | U          |
| 178529                                                                                       | U S BANK (GOVT CARD SERVICES)  | OTHER OPERATING EXPENSES       | BOE/SUPERINTENDENT             | 500.00                                                                             | U          |
| 178576                                                                                       | U S BANK (GOVT CARD SERVICES)  | US BANK OPEN ORDER FOR 16/17   | CURRICULUM AND IMC             | 711.72                                                                             | U          |
| 178577                                                                                       | U S BANK (GOVT CARD SERVICES)  | US BANK OPEN ORDER 16-17       | STATE AND FEDERAL PROJECTS     | 4,062.73                                                                           | R          |
| 178581                                                                                       | U S BANK (GOVT CARD SERVICES)  | LIGHTING EQUIP FOR BARNUM HALL | THEATER OPERATIONS&FACILITY PR | 3,716.79                                                                           | R          |
| 178670                                                                                       | U S BANK (GOVT CARD SERVICES)  | OPEN PO FOR US BANK            | STATE AND FEDERAL PROJECTS     | 315.00                                                                             | R          |
| 178523                                                                                       | U.S. BANK                      | PAYMENT OF INVOICE U.S. BANK   | BUSINESS SERVICES              | 250.00                                                                             | U          |
| 178538                                                                                       | VIRTUAL ENTERPRISES INT'L INC. | CTE VBE Registration Fee       | STATE AND FEDERAL PROJECTS     | 550.00                                                                             | R          |
| 178666                                                                                       | VISION COMMUNICATIONS          | SECURITY RADIOS                | SANTA MONICA HIGH SCHOOL       | 2,698.85                                                                           | R          |
| 178549                                                                                       | VIVOPOOLS LLC                  | POOL CERTIFICATION TRAINING    | FACILITY MAINTENANCE           | 2,100.00                                                                           | R          |
| 178668                                                                                       | WESTED                         | school reports CHKS            | CURRICULUM AND IMC             | 450.00                                                                             | U          |
| 178566                                                                                       | WESTERN PSYCHOLOGICAL SVCS     | TESTING MATERIALS              | SPECIAL EDUCATION REGULAR YEAR | 677.54                                                                             | R          |
|                                                                                              |                                |                                |                                | ** NEW PURCHASE ORDERS                                                             | 220,899.01 |
| <b>** FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES **</b> |                                |                                |                                |                                                                                    |            |
| 178690                                                                                       | AARDVARK CLAY                  | KILN                           | GRANT ELEMENTARY SCHOOL        | 3,827.30                                                                           | ES         |
| 178543                                                                                       | ACCO BRANDS USA LLC DBA GBC    | COMBBIND FINISHER              | BUSINESS SERVICES              | 1,205.32                                                                           | ES         |
| 178448                                                                                       | APPLE COMPUTER CORP            | APPLE-TEACHER TABLETS-VARIOUS  | CURRICULUM AND IMC             | 30,446.87                                                                          | ES         |
| 178542                                                                                       | CDW-G COMPUTING SOLUTIONS      | MICROSOFT PROJECT              | BUSINESS SERVICES              | 551.92                                                                             | ES         |
| 178583                                                                                       | ECOBUILD INC                   | ANCHOR BOLTS INSTALLATION      | INFORMATION SERVICES           | 1,772.00                                                                           | BB         |
| 178470                                                                                       | PACIFIC OFFICE INTERIORS       | FURNITURE FOR OLYMPIC PHASE 2  | OLYMPIC CONTINUATION SCHOOL    | 22,919.63                                                                          | BB         |
| 178541                                                                                       | SPORTAFENCE MARKETING ENT LLC  | PORTABLE FENCING               | SANTA MONICA HIGH SCHOOL       | 32,083.55                                                                          | ES         |
| 178689                                                                                       | STATE OF CALIFORNIA            | PLANCHECK FEES                 | SANTA MONICA HIGH SCHOOL       | 10,000.00                                                                          | ES         |
| 178590                                                                                       | STRATEGIC FURNITURE GROUP INC  | TABLES FOR OLYMPIC PHASE 2     | OLYMPIC CONTINUATION SCHOOL    | 10,941.33                                                                          | BB         |
|                                                                                              |                                |                                |                                | ** FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES | 113,747.92 |

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

ACTION/CONSENT  
03/02/17

RECOMMENDATION NO. A.07

It is recommended that the Board of Education accept, with gratitude, checks totaling **\$38,174.69** 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 **\$38,174.69** 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).

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



| School/Site<br>Account Number                                             | Cash<br>Amount                       | Item<br>Description | Purpose                                                                              | Donor                                                                   |
|---------------------------------------------------------------------------|--------------------------------------|---------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Adams Middle School</b><br>01-90120-0-00000-00000-8699-011-0000        | \$ 8,630.48<br>\$ 110.00<br>\$ 25.39 |                     | Field Trip<br>General Supplies<br>and Materials<br>General Supplies<br>and Materials | Santa Monica<br>Science Magnet<br><br>Various<br><br>Extra Credit, Inc. |
| <b>Cabrillo Elementary School</b><br>01-90120-0-00000-00000-8699-017-0000 | \$ 723.00<br>\$ 280.00               |                     | Field Trip<br>Field Trip                                                             | Juan Cabrillo PTA<br>Various                                            |
| <b>Educational Services</b><br>01-90120-0-00000-00000-8699-030-0000       | \$ 10,000.00                         |                     | Special Services,<br>Classified                                                      | Gail Dorin<br>Music Foundation                                          |
| <b>Franklin Elementary School</b><br>01-90120-0-00000-00000-8699-002-0000 | \$ 1,003.80                          |                     | General Supplies<br>and Materials                                                    | Cornerstone<br>Photography                                              |
| <b>Lincoln Middle School</b><br>01-90120-0-00000-00000-8699-012-0000      | \$ 2,050.00                          |                     | Special Services,<br>Classified                                                      | Various                                                                 |
| <b>Malibu High School</b><br>01-90120-0-00000-00000-8699-010-0000         | \$ 776.02                            |                     | Other Operating<br>Expense                                                           | Madison Project                                                         |
| <b>Mckinley Elementary School</b><br>01-90120-0-00000-00000-8699-010-0000 | \$ 2,710.00                          |                     | Field Trip                                                                           | Various                                                                 |
| <b>Rogers Elementary School</b><br>01-90120-0-00000-00000-8699-006-0000   | \$ 11,291.00<br>\$ 575.00            |                     | Independent Contractors<br>General Supplies<br>and Materials                         | Various<br><br>Will Rogers PTA                                          |
| <b>TOTAL</b>                                                              | <b>\$ 38,174.69</b>                  |                     |                                                                                      |                                                                         |

TO: BOARD OF EDUCATION

ACTION/CONSENT  
03/02/17

FROM: BEN DRATI / JANECE L MAEZ / PAT HO

RE: AWARD OF CONTRACT FOR INDEPENDENT AUDITING SERVICES TO  
MOSS, LEVY & HARTZHEIM

RECOMMENDATION NO. A.08

It is recommended that the Board of Education award a contract for independent auditing services to Moss, Levy & Hartzheim, LLP for a three-year period commencing with the District's audit for Fiscal Year 2016-17.

COMMENT: It is the intent of the Legislature to encourage sound fiscal management practices among local educational agencies for the most efficient and effective use of public funds for the education of children in California by strengthening fiscal accountability at the school district, county, and state levels. To achieve this, California school districts are required to perform annual financial audits. These audits must comply fully with the Government Auditing Standards issued by the Comptroller General of the United States.

Commencing with the 2003–04 fiscal year, it is not allowed for a public accounting firm to provide audit services to a local educational agency if the lead audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous fiscal years. Santa Monica-Malibu Unified School District has been with our current audit firm, Christy White Accountancy for the past nine (9) years. SMMUSD has been in compliance with this provision of law by rotating the responsible partner within the firm.

However, it is always good practice to explore all options to ensure the District is receiving the best possible services for a competitive price. In order to accomplish that, SMMUSD issued a Request for Proposal (RFP) of Independent Audit Services on November 9, 2016. Staff received a list from Los Angeles County of Education (LACOE) of audit firms used by other districts that have submitted work product to the County. The RFP was posted to the district website and fifteen (15) invitations to submit proposals were sent to firms on the County list. The District received a total of eleven (11) responses to the request for proposal. A copy of the RFP may be found at the end of this item.

Members of SMMUSD Business and Fiscal Services Department reviewed the proposals independently. Jan Maez, Associate Superintendent of Business Services, Pat Ho, Director of Fiscal Services and Elhamy Tanios, Assistant Director of Fiscal Services, each read the eleven (11) proposals that were submitted and determined their own ranking. The criteria used by each to evaluate the proposals included size of the firm, references provided, approach to the audit, how they would address a transition to a new client and price. The three (3) staff met and discussed their findings and decided to move two (2) of the firms forward to a final interview.

The final interview was conducted telephonically on February 3, 2017. The firms interviewed were Nigro & Nigro and Moss, Levey & Hartzheim. The questions asked of each firm may also be found at the end of this item. Staff invited a member of the District's Financial Oversight Committee, Ms. Shelly Nahass to

participate during these interviews. Ms. Nahass has been a member of the FOC for a number of years and is a Certificated Public Account in Santa Monica.

Both firms gave good interviews and after contacting several references, staff is recommending that the District moves forward and prepare contract documents with Moss, Levy & Hartzheim. Primary in the decision was the fact that Moss, Levy and Hartzheim are more local (offices in Beverly Hills and Culver City) and the pricing was very competitive.

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



SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT

## **INDEPENDENT AUDIT SERVICES**

Proposals Due By: January 13, 2017, at 2:00 p.m.

Submit Proposals to: Santa Monica-Malibu Unified School District  
Attn: Director of Purchasing  
1651 Sixteenth Street  
Santa Monica, CA 90404

Proposal Issued on November 9, 2016

Office of the Chief Financial Officer  
1651 Sixteenth Street, Santa Monica, CA 90404

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

1651 Sixteenth Street • Santa Monica • California 90404-3891 • (310) 450-8338 • [www.smmusd.org](http://www.smmusd.org)

**Board of Education:** Craig Foster • Oscar de la Torre • José Escarce • Maria Leon Vazquez

Laurie Lieberman • Ralph Mechur • Richard Tahvildaran-Jesswein

**Co-Interim Superintendents:** Christopher King and Sylvia Rousseau

## **1. INTRODUCTION**

This Request for Proposal contains specifications and related documents covering independent audit services for a three-year period beginning with the audit of fiscal year 2016-17.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of the Request for Proposal supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to audit services for the Santa Monica-Malibu Unified School District (herein referred to as "School District") obtained from any source, either by verbal or written communications.

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

Notwithstanding other provisions of the RFP, Auditors are hereby advised that this request is an informal solicitation of proposals only. It is not intended, nor is it to be construed, as the engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

## **2. BACKGROUND**

The School District serves approximately 11,300 students in the communities of Santa Monica, Malibu, and parts of Los Angeles County. The District maintains ten (10) K - 5 schools, one (1) K-8 school, two (2) middle schools, two (2) high schools, one (1) small adult education program, one (1) continuation high school, and child care and developmental centers. The District serves approximately 1,300 students in the Special Education Local Plan area.

The School District is financed primarily by the state and taxes received from local property owners. Additionally, the School District receives funding from a local parcel tax and significant contributions from the City of Santa Monica that include a Master Facility Agreement and a voter approved sales tax measure. The School District administers a number of special projects ranging from Title I and II, Economic Impact Aid, Class Size Reduction, and others. The District employs approximately 2,000 personnel, including substitutes. The 2016-17 adopted budget is approximately \$150 million in the general fund. In November of 2006, the district passed a \$268 million General Obligation bonds (Measure BB). This authorization has been fully issued. In November of 2012, the District passed a \$385 million General Obligation bonds (Measure ES) and that has issued two series within that authorization in the amount of \$90 million. The current fiscal year accounting system is maintained on a modified accrual basis.

Detailed budget information and reports can be found at:  
<http://www.smmusd.org/fiscal/FinancialReports.html>. A summary of funds operated by the District is represented in Attachment A.

The financial management system resides on a mainframe system utilizing QSS software for all financial and student information. Payroll and Human Resources is maintained on the PeopleSoft system and HRS with Los Angeles County Office of Education (LACOE). The District uploads and reconciles financial information from the internal QSS system to PeopleSoft for reporting purposes. The district will become a Full Use District, utilizing financial, payroll and human resources as the BEST project is implemented at LACOE. The district uses the state's Standardized Account Code Structure for financial reporting. The Associate Superintendent Business and Fiscal Services, Chief Financial officer, is responsible for control of the financial system.

The fixed assets of the District are maintained and controlled on the QSS system.

Pupil attendance accounting is automated at all grade levels. The attendance system is maintained on Illuminate, which is run on a mainframe system.

The work to be performed by the Auditor in connection with the audits of the various funds of the district as described in Section 4 of this Request for Proposal. Qualified audit firms are invited to submit proposals in response to this request.

### **3. INFORMATION AND GENERAL CONDITIONS**

#### **3.1. Preparation of Proposal Documents**

Six (6) sealed copies, one original, five copies staples and one electronic version on compact diskette (CD), of the proposal shall be submitted by no later than 2:00 p.m. on January 13, 2017. Proposals shall be delivered to the attention of Virginia Hyatt, Director of Purchasing, 1651 Sixteenth Street, Santa Monica, CA 90404.

It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. Proposals received after 2:00 p.m. on January 13, 2017 will be returned to the submitting firm unopened.

#### **3.2. Signature**

The Proposal must be signed in the name of the Auditor and must bear the signature of the person authorized to sign proposals on behalf of the Auditor.

#### **3.3. Completion of Proposals**

Proposals shall be complete in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the Associate Superintendent Business and Fiscal Services, Chief Financial Officer, the information contained therein was intended to erroneously mislead the district in the evaluation of the proposal.

### 3.4. Erasures

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

### 3.5. Examination of Contract Documents

Auditors shall thoroughly examine the contents of the RFP. The failure or omission of any Auditor to receive or examine any contract documents, form, instrument, addendum, or other document shall in no way relieve the Auditor from obligations with respect to the RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

If the Auditor discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, they shall immediately notify the Associate Superintendent Business and Fiscal Services, Chief Financial Officer in writing no later than 2:00 p.m. on December 9, 2016 of the error and request modification or clarification of the document. Clarifications shall be given by written notice to all Auditors participating in the RFP, without divulging the source of the request. Modifications shall be made by addendum issued pursuant to Section 3.6 below.

If an Auditor fails to notify the Associate Superintendent Business and Fiscal Services, Chief Financial Officer of an error in the RFP before the date scheduled for submission of proposals, or of any error which reasonably should have been known to them, they shall submit the proposal at their own risk. If the contract is awarded to the Auditor, they shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

### 3.6. Addenda

The Associate Superintendent Business and Fiscal Services, Chief Financial Officer may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be monitored consecutively as a suffix to the RFP reference number.

### 3.7. Modification of RFP response

The Auditor may modify their proposal after its submission by written notice to the Associate Superintendent Business and Fiscal Services, Chief Financial Officer of withdrawal and re-submission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

3.8. Withdrawal of Proposal

The Auditor may withdraw their proposal by submitting a written request to the Associate Superintendent Business and Fiscal Services, Chief Financial Officer at any time before the date and time scheduled for proposal submission. The Auditor may modify its response by submitting the modified response together with a written request to withdraw the original response and replace it with the modified response. No corrected, modified, or resubmitted proposals will be accepted after the proposal submission date and time.

3.9. Rejection of Proposals

The Associate Superintendent Business and Fiscal Services, Chief Financial Officer reserves the right to reject any or all proposals received in response to this RFP.

3.10. Misunderstandings

The RFP documents will be clarified by the Associate Superintendent Business and Fiscal Services, Chief Financial Officer upon written request from an Auditor. The Associate Superintendent Business and Fiscal Services, Chief Financial Officer's decision shall be final in any matter of interpretation of the documents.

3.11. Cost of Preparation of Proposals

Cost for developing responses to this RFP are entirely the responsibility of the Contractor and shall not be chargeable to the School District.

3.12. Evaluation of Proposals

Proposals will be evaluated in accordance with the procedures contained in Section 6. During the evaluation, valuation and selection process, the Associate Superintendent Business and Fiscal Services, Chief Financial Officer may request a meeting with an Auditor's representative to request answers to questions or may request that they answer specific questions in writing. The Associate Superintendent Business and Fiscal Services, Chief Financial Officer may require that Auditor make presentations that are pertinent to the evaluation process. If a question and/or questions are asked by the Associate Superintendent Business and Fiscal Services, Chief Financial Officer in a meeting and these questions and the answers thereto are pertinent to the proposal documents and the contract to be awarded, the questions and the answers will be sent to the auditor in writing for verification before they are included in the proposal and/or contract documents.

3.13. Award of Contract

If the contract is awarded, it will be to the responsible Auditor whose proposal is deemed to be the best proposal and whose proposal meets the needs of the School



District. It is anticipated that the contract will be awarded within the sixty (60) day period that proposals are required to remain open. If award cannot be made within that time, Auditors will be requested in writing to extend the time period during which the Auditor agrees to be bound by their proposal. Written notification will be made to unsuccessful Auditors.

3.14. Errors in Proposal

Auditors shall be bound by the terms and conditions of their proposals notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, the Associate Superintendent Business and Fiscal Services, Chief Financial Officer may notify the Auditor that the proposal contains errors and require the Auditor to correct the errors.

3.15. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each Auditor shall provide documentation of appropriate workers' compensation coverage.

3.16. Related Experience

All Auditors must submit information that indicates specific qualifications to perform the financial and compliance audit services as specified herein. Each Auditor shall submit with their proposal, a list of clients for whom they have performed such services during the past two (2) years. The reference list shall include the names and addresses of each client, the names, titles and telephone number of each client's manager, and the dates the work was performed. During the evaluation and selection process, the Associate Superintendent Business and Fiscal Services, Chief Financial Officer make contact each of the reference clients. Auditors are hereby advised that the Associate Superintendent Business and Fiscal Services, Chief Financial Officer maintains the sole and exclusive right to determine whether or not the Auditor can perform the work to be done. This determination will specifically address the level, background and experience of individuals to be assigned to perform the audit services.

3.17. Tentative Schedule of Events

|                                                                    |                  |
|--------------------------------------------------------------------|------------------|
| Issue RFP                                                          | November 9, 2016 |
| Receive proposals                                                  | January 13, 2017 |
| Complete evaluation                                                | January 27, 2017 |
| Begin contract negotiations with<br>apparent successful contractor | January 30, 2017 |
| Award Contract                                                     | March 2, 2017    |

3.18. Definitions

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

3.19. Covenant against Contingent Fees

Auditor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Proposal, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Auditor for the purpose of securing business.

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

3.20. Non-Discrimination Clause

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

Auditor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California setting forth the provision of the Fair Employment Practices Act.

3.21. Compliance with Civil Rights

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

3.22. Performance Bond

If required by the School District, Auditor shall deliver a performance bond issued by a surety and/or sureties licensed to do business in the State of California and acceptable to the School District.

3.23. Compensation

The School District shall pay Auditor an amount not to exceed the maximum cost proposed by Auditor for each audit year this Agreement is in effect, plus actual and necessary out-of-pocket expenses. Payments shall be made upon receipt of itemized invoices delivered monthly or less frequently at the option of the Auditor. Payment shall be made at the hourly rate specified in Sections 5.9.1, 5.9.2 and 5.9.3 of this Request for Proposal for each of the three (3) years. The School District shall retain ten percent (10%) of each payment. Such reduction to be held by the School District until all contract deliverables have been delivered by the Auditor, accepted by the School District and approved by the State Controller's Office each year the Agreement is in effect.

3.24. Supplemental Compensation and Additional Services

If during the course of the examination, the Auditor finds any unusual item or circumstance that, in their view, warrants an immediate detailed investigation, the same will be reported in writing to the Associate Superintendent Business and Fiscal Services, Chief Financial Officer. If in the opinion of the Associate Superintendent Business and Fiscal Services, Chief Financial Officer a more detail verification is required than that which would be required under ordinary circumstances, written authorization will be provided to the Auditor.

Additional services are not within the scope of services to be performed pursuant to this Agreement. If additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the hourly rates applicable for the then-current audit year. If the additional work is not authorized by the Associate Superintendent Business and Fiscal Services, Chief Financial Officer, the audit report may be qualified according to the circumstances involved.

The School District may also request the Auditor to perform work or render services in addition to those that are unusual and customary in making an examination of books and accounts of the District. If such work is performed by the Auditor, the Agreement will be amended to reflect the scope of the work to be done. Compensation for such work shall be at the hourly rates applicable to the then-current audit year.

3.25. Auditor's Obligation to Perform Work in Accordance to Standards

If the work performed by Auditor is not in accordance with the standards as specified herein, or if the reports submitted by Auditor are not complete, or if the reports are rejected by the California State Department of Education or the State Controller's Office as incomplete, then the Auditor shall be obligated to do whatever is required to correct the reports to meet the requirements as specified in the standards, or as specified by the Department of Education and/or the State Controller's Office, at no cost to the School District.

3.26. Insurance and Indemnification

Auditor shall take out and maintain, during the term of the Agreement, such general liability and property damage insurance as is required to protect the Auditor and School District from any and all actions, suits or other proceedings which may arise as a result of the work performed by the Auditor pursuant to the Agreement with the School District. The policy so secured and maintained shall be for not less than \$1,000,000 per occurrence.

Professional liability insurance protecting from claims arising out of the performance of professional services caused by negligent act, error, or omission of the Auditor, or act for which the Auditor is legally liable, shall be provided in an amount of not less than \$1,000,000. The professional liability insurance shall remain in full force and effect for a period of two years after the termination of this contract.

The Auditor shall furnish to the School District certificates of such insurance annually on the anniversary of the contract, signed by an authorized representative of the insurance carrier, which shall name Santa Monica-Malibu Unified School District as additional insured by endorsement to the policy and shall include the statement as follows: "The insurance afforded by this policy shall not be suspended, cancel, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by certified mail, proof of delivery requested, has been given to the School District."

Auditor shall hold harmless, defend, and indemnify the School District and all officers, agents and employees of the School District, from and against all liability or claims, which may arise out of or in connection with the services provided by the Auditor.

3.27. Independent Contractor

While performing services pursuant to this agreement, auditor is an Independent Contractor and not an officer, agent or employee of the School District.

3.28. Assignment of Contract

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

#### **4. STATEMENT OF WORK**

##### **4.1. Scope of the Audit Services**

Auditors shall submit a proposal to provide the School District with audit services for a period of three (3) years. Said audit services to include all School District funds as detailed in Attachment B.

##### **4.2. Technical Standards**

Examination of financial records and statements and audits for compliance shall be made in accordance with the provision of section 41020 of the Education Code of the State of California and shall be conducted pursuant to the standards and procedures as specified in applicable Education Code and California Code of Regulations sections in effect for each audit year.

All audit services shall be performed in accordance with generally accepted auditing standards as specified in the Statements on Auditing Standards, published by the American Institute of Certified Public Accountants, or other appropriate standards that may supersede those previously listed.

As dictated by Board policy, the audit must include all information required by law and the Governmental Accounting Standards Board (GASB).

##### **4.3. Work to Be Done**

4.3.1. Conduct a comprehensive financial audit of all School District funds as detailed in Attachment A.

4.3.2. The audit report shall include at minimum:

4.3.2.1. The auditor's opinion on the District's financial statements.

4.3.2.2. The auditor's report on the study and evaluation of internal control systems together with findings and recommendations

4.3.2.3. The auditor's report on compliance with laws, rules and regulations pertaining to federal and state programs.

4.3.2.4. Other statements or reports to satisfy state, county, and local governments' requirements, particularly the requirements of the California State Controller's Office.

4.3.3. The audit report shall include "Current Year" findings and any prior year deficiency, weakness, or condition that is still unresolved and continuing.

4.3.4. Conduct an exit conference with appropriate personnel of the School District.

4.3.5. Attend such meetings with staff of the School District as may be required during the course of the audit.

4.3.6. Prepare written reports relative to any lack of documentation at the conclusion of field audits and prior to exit conferences.

4.4. Staffing

The Auditor shall assign professional staff as appropriate to the conduct of the audits. A manager shall be assigned to coordinate activities of all Auditor staff and shall be the liaison between the Auditor and the School District. Supervising auditors shall be Certified Public Accountants, currently licensed in the State of California and shall have at least two (2) years prior experience in auditing school district financial records. The Auditor is responsible for assignment of Auditor personnel.

4.5. Audit Reports

Each report must include an opinion relative to the financial and/or compliance portions of the audit. Electronic softcopy and fifteen (15) hardcopies of each audit report shall be addressed to the attention of Santa Monica-Malibu Unified School District Board of Education. The reports shall be delivered to Associate Superintendent Business and Fiscal Services, Chief Financial Officer by no later than December 10th of each year. A copy of the audit shall be filed by the Auditor with each of the following agencies:

One copy      Los Angeles County, Superintendent of Schools

One copy      State Controller's Office, Division of Audits

Two copies    California Dept of Education, School Fiscal Services Division

Two copies    Federal Audit Clearinghouse, Bureau of the Census

4.6. Statements and Reports

All financial statements incorporated into each audit report shall be made pursuant to applicable guidelines as specified in sub-section 4.2 of this Statement of Work.

Reports on the audit of financial statements must state the scope of the audit and that the audit was performed in accordance with generally accepted auditing standards and must include an opinion as to whether the statements conform to generally accepted accounting principles.

Reports of compliance must include a statement that the audit was conducted in accordance with applicable auditing standards. The audit report must state

whether the audit disclosed instances of significant non-compliance with laws and regulations. Findings of non-compliance or ineligible expenditures must be presented in enough detail for management of the School District to be able to understand the findings and Implement corrective action.

4.7. Statement of Findings

The audit shall include a statement of findings and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of non-compliance with laws and regulations, and any other material information.

Prior to the submission of the final draft of the audit report, the Auditor shall meet with appropriate management and staff of the School District to discuss and clarify potential findings.

4.8. Working Papers

Working papers shall be retained by the Auditor for a period of three (3) years, unless otherwise specified by the School District. Such working papers shall be available for review and audit by the School District, representatives of the Federal and/or State governments and other individuals designated by the School District.

4.9. Resources to be provided by the School District

4.9.1. Prior Year's Records

Copies of prior year's financial statements, budgets, and audit reports are available and shall be provided to the Auditor. Christy White Associates performed the prior-year audits. Copies of these reports are available at <http://www.smmusd.org/fiscal/BudgetInfo.html> and <http://www.smmusd.org/fiscal/FinancialReports.html>.

4.9.2. Staff Assistance

The School District shall assign appropriate staff to assist the Auditor by providing required information and explanations. Staff of the Business Services Department will be assigned as needed to assist the Auditor in fieldwork and to provide information that is pertinent to the work of the Auditor.

4.9.3. Working Space

The School District shall provide Auditor with working space for a maximum of four (4) persons. Request for space shall be directed to the attention of the Director of Fiscal Services a minimum of four (4) weeks prior to the time the space will be required.

## 5. PROPOSAL RESPONSE REQUIREMENTS

### 5.1. General

All proposals shall be submitted in the format as specified. Provide a complete response to each request for information. The Associate Superintendent Business and Fiscal Services, Chief Financial Officer to determine the successful Auditor, will use responses to this Section of the Request for Proposal.

### 5.2. Title Page

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

### 5.3. Table of Contents

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

### 5.4. Letter of Transmittal

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

### 5.5. Proposal Letter

5.5.1. Assurance that the audit will adhere to the audit requirements of The CDE Audit Guide; and Uniform Grants Guidance, 2 CFR Part 200, Subpart F.

5.5.2. Each of the financial and compliance areas to be audited.

5.5.3. The date by which the final audit report will be provided.

5.5.4. A statement to the effect that the auditor shall make available, on request by CDE, a copy of all audit documentation pertaining to the audit.

5.5.5. Assurance that the CPA will provide two copies of the audit report and management/communication letter directly to the CDE at:

California Department of Education  
Audits and Investigations Division  
1430 N Street, Suite 5319  
Sacramento, CA 95814



5.6. Profile of Auditor

- 5.6.1. State whether the firm is local, regional, national or international.
- 5.6.2. State the location of the office from which the work will be done if the firm is awarded the contract, the number of partners, managers, senior auditors, supervisors and other professional staff employed at this office.
- 5.6.3. Describe the range of activities performed by the office from which the work will be done (i.e. auditing, accounting, tax service, management service).
- 5.6.4. Discuss this office's experience in auditing computerized systems, particularly those of school districts, including the number and classifications of personnel skilled in computer-related audit services.

5.7. Peer Review

A copy of the firm's most recent governmental peer review report, the related letter of comments, and the firm's response to the letter of comments.

5.8. Auditor's Staffing and Qualifications

- 5.8.1. Indicate the name of the person who will manage the audit services as specified in this Request for Proposal. Provide a brief resume of the manager's background, training and experience. Specifically discuss the manager's experience in managing school district audits of the size and scope as specified herein.
- 5.8.2. Indicate the names of supervising auditors who will be assigned to the audit of the School District. Provide a brief resume of the supervisor's background, training and experience in supervising audits of the size and scope of the audits as specified herein.
- 5.8.3. Indicate the levels and titles of other auditors who will be assigned to perform services under the contract. Include a job description that describes the types of experience, background and training required for each of the classifications proposed.

5.9. References

Provide a list of clients for whom the Audit firm has provided related auditing services in the past two (2) years. Indicate the scope of the audits performed for each of the reference clients. Include the name of the client, address, telephone and the name of each client's manager. Also include the names of individuals serving for the Auditor and their roles.

5.10. Auditor's Approach to the Audits

Prepare a work plan to accomplish the auditing services as specified in this Request for Proposal. The work plan shall include time estimates for each significant segment of the work; the number of staff to be assigned, including supervisors where appropriate; the level of each of the staff members to be assigned; and any specialist who will be assigned.

5.11. Costs of the Services – All District Funds

State the contract price for the audit of all funds of the School District as detailed in Attachment B or the first year services to be provided and each of the two (2) years thereafter. Costs as specified in this Section shall be based upon the scope of the work as specified herein. It is understood that if the scope of the work is increased and/or decreased the maximum cost as proposed would be adjusted upwards and/or downwards as appropriate.

5.12. Additional Information

The preceding sections shall contain only the information requested. If Auditor desires to present additional information, such additional information shall be presented in this section of the RFP. If there's no additional information to present, indicate, "There is no additional information to present."

5.13. Assurances

Auditor certifies the managing and supervising auditors that will be assigned to this job are properly licensed, certified public accountant on or before July 1, 2013.

Auditor certifies that Auditor meets the independence standards of the most recent edition of the GAO Government Auditing Standards.

Auditor understands that the primary purpose of the audit as specified herein is to express an opinion on the financial statements that such an audit is subject to the inherent risk that errors or fraud may not be detected. If conditions are discovered which lead to the belief that material errors or fraud may exist, or if any other circumstances are encountered that require extended services, the Auditor will promptly advise the School District. No extended services will be performed unless they are authorized by the School District and the agreement covering the work to be done has been amended to reflect such extended services.

Auditor shall certify that in accordance with auditing standards and other applicable guidelines and regulations, the Auditor will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

## 6. ANALYSIS AND EVALUATION OF PROPOSALS

### 6.1. General

This Section of the Request for Proposals describes the general procedures that will be utilized by the Associate Superintendent Business and Fiscal Services, Chief Financial Officer during the evaluation and selection process.

The School District will assemble a proposal review team. The team will be comprised of staff from the School District's Fiscal Department and Executive Cabinet. The team will evaluate each proposal to determine the "best-value" solution for the School District. The "best-value" proposal need not be the lowest cost proposal. The Auditor's ability to develop a rapport and working relationship with School District personnel will also be considered.

The School District reserves the right to use any resources and information available to it for evaluation of the RFP submittals.

It is the intention of the School District to select an Auditor who is deemed to best satisfy the requirements of this Request for Proposal, taking into consideration all aspects of the RFP response, including quality, and the cost of the services to be provided.

### 6.2. Elements of Evaluation of Proposals

#### 6.2.1. Technical Factors

- 6.2.1.1. Responsiveness of the proposal is clearly stating an understanding of the work to be performed.
- 6.2.1.2. Associate Superintendent Business and Fiscal Services, Chief Financial Officer will consider
  - 6.2.1.2.1. Appropriateness and adequacy of proposed procedures
  - 6.2.1.2.2. Necessity of procedure
  - 6.2.1.2.3. Reasonableness of time estimates
  - 6.2.1.2.4. Appropriateness of assigned staff levels
  - 6.2.1.2.5. Time-lines of expected completion
- 6.2.1.3. Technical Experience of the firm
- 6.2.1.4. Qualifications of staff, particularly prior school district audit experience
- 6.2.1.5. Size and structure of the firm

#### 6.2.2. Cost Factors

6.2.2.1. Cost of work to be performed

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

6.3. Proposal Evaluation Method

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

6.4. Mandatory Criteria

6.4.1. The Audit firm must be a certified public accountant, property licensed before July 1, 2013.

6.4.2. The Audit firm must meet the independence standards of the most recent edition of the GAO Governmental Auditing Standards.

6.4.3. The Audit firm must have a record of quality work.

6.5. Oral presentations

The apparent successful Auditor and/or Auditors may be requested to present a formal presentation to the Board of Education. The purpose of the presentation is to introduce the Auditor's professional staff to the Board of Education and have these staff members briefly discussed their technical and management plans for the audit services.

6.6. Auditor Selection

Following the Associate Superintendent Business and Fiscal Services, Chief Financial Officer's final selection of the apparent successful Auditor, the Associate Superintendent Business and Fiscal Services, Chief Financial Officer will enter into negotiations regarding the provisions of the Agreement. If a satisfactory contract cannot be negotiated, the Associate Superintendent Business and Fiscal Services, Chief Financial Officer may, in her sole discretion, begin contract negotiations with the second-ranking Auditor and terminate negotiations with the originally selector Auditor.

The decision of the School District is final and is not subject to review. The School District may reject all proposals submitted and negotiate with a single Auditor when it is determined to be in the best interest of the District to do so.

# **ATTACHMENT A**

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

### **LIST OF DISTRICT FUNDS**

|          |                                    |
|----------|------------------------------------|
| FUND 01: | GENERAL                            |
| FUND 11: | ADULT EDUCATION                    |
| FUND 12: | CHILD DEVELOPMENT FUND             |
| FUND 13: | CAFETERIA SPECIAL FUND             |
| FUND 14: | DEFERRED MAINTENANCE FUND          |
| FUND 21: | BUILDING                           |
| FUND 25: | CAPITAL FACILITIES                 |
| FUND 40: | SPECIAL RESERVE FOR CAPITAL OUTLAY |
| FUND 51: | BOND INTEREST AND REDEMPTION       |
| FUND 71: | RETIREE BENEFIT                    |
| FUND 76: | PAYROLL CLEARANCE                  |

# **ATTACHMENT B**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**COST PROPOSAL RESPONSE FORM**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

REQUEST FOR PROPOSAL

INDEPENDENT AUDIT SERVICES

COST PROPOSAL RESPONSE FORM

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

Attention: Virginia Hyatt  
Director of Purchasing

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to and in compliance with your Notice to Auditors Calling for Proposal and all other documents relating thereto, the undersigned Auditor, having familiarized him/herself with the terms and conditions of the proposal documents, hereby proposes and agrees to perform, within the time stipulated, the work to be done and to provide all labor and materials necessary to perform the work in connection with:

INDEPENDENT AUDIT SERVICES

All in strict conformance with the specifications for the amounts as specified below:

1. CONTRACT PRICE – ALL FUNDS OF SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Fiscal Year Ending June 30, 2017 \$ \_\_\_\_\_

Fiscal Year Ending June 30, 2018 \$ \_\_\_\_\_

Fiscal Year Ending June 30, 2019 \$ \_\_\_\_\_

2. It is understood that the School District reserves the right to reject this proposal and that this proposal will remain open and not be withdrawn for a period of sixty (60) days after the date scheduled for submission of proposals.

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Date Name of Firm

By: \_\_\_\_\_  
Signature of Authorized Agent

By: \_\_\_\_\_  
Signature of Authorized Agent

By: \_\_\_\_\_  
Signature of Authorized Agent

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



# Questions Asked During Selection of District Auditor February 3, 2017

Phone conference calls with:

Nigro & Nigro

Moss, Levy, Hartzheim

1. Why do they want SMMUSD as a client – why do they want to audit SMMUSD?
2. What kind of research did they do on SMMUSD and what did they learn about the district?
3. Describe what their firm does when they transition to a new client. How do they get to know the new district?
4. Who is the specific team that will be working on our audit?
5. How long has this staff work for other clients - or – the staff that will be assigned at SMMUSD – what is their tenure at other clients?
6. What is your staff turnover rate? Particularly, the managers and senior audit staff,
7. Because turnover does occur – how does your firm handle staffing changes to eliminate client impact?
8. How do you handle overruns?
9. How will your firm add unique value to the SMMUSD operation?
10. Describe the first year schedule, including when you expect testing to begin.
11. What is the size of staff on site?
12. How does your firm educate and inform the client of emerging changes in accounting standards and reporting issues?

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

FROM: BEN DRATI / JANECE L. MAEZ

RE: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ERIC HALL & ASSOCIATES TO EVALUATE AND SUPPORT THE PURCHASING DEPARTMENT

RECOMMENDATION NO. A.09

It is recommended that the Board approve the entering into a Professional Services Agreement with Eric Hall & Associates to provide administrative support and evaluation of the SMMUSD Purchasing Department.

COMMENT: In mid-December 2016, Ms. Virginia Hyatt announced her plans to retire from the District. Ms. Hyatt had served the district in the capacity of Purchasing Director for many years. Her duties primarily included supervision and management of the purchasing function for the district. Additionally, Ms. Hyatt was active with many sustainability and construction projects over the years. Her actual retirement date was the end of January 2017. The current department staff includes an administrative assistant and two buyer positions. The vacancy provides the opportunity to re-evaluate the organizational structure within the department before moving forward in finding a replacement for the position.

To provide an objective analysis of the department's functionality and ongoing leadership for the current staff, we looked to a firm that has served SMMUSD well in the past. Eric Hall & Associates supports districts all over California by providing interim leadership and evaluating business functions. They also provide services directly related to facilities and construction. In the past, they have provided SMMUSD facility capacity analysis and a series of teambuilding and management trainings for our classified leadership.

Ms. Maez met with Mr. Barry Dragon, a member of the Eric Hall team to discuss what the immediate and long term needs of the district were and was introduced to the individual who would be assisting the district, Ms. Loretta Courie. Ms. Courie would be the person assigned to this project and is a retired Purchasing Director with years of experience assisting many districts. She has most recently been assigned to an interim position at Rancho Palos Verdes Unified performing a similar task. She will be available in March to begin work for SMMUSD. The assignment would include:

- Providing direct and support services in the solicitation, procurement, administration and completion of contracts and purchase order
- Providing limited guidance and support and assisting in the preparation, approval and process of public works contracts and bid packages upon request
- Providing senior District leadership with an overall assessment as to the current capacity and overall effectiveness of the Purchasing Department through a review of purchasing activities and functions including organizational structure, staffing, systems, procedures and guidelines and making recommendations for revision same

- Providing finding and recommendations on revisions to systems, procedures and processes to increase efficiency and service where necessary. Recommendations with focus toward “best industry practices” in the operation of the Purchasing Department and will also include a review of specific purchasing activities currently being conducted by the Facilities Department and the Bond Program
- Providing other Business and Support services as requested.

The total cost of the contract is expected to not exceed \$50,000 including all ordinary expenses. A copy of the agreement may be found at the end of this item.

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



**Professional Services Agreement**  
**Santa Monica-Malibu Unified School District**

This Agreement for consulting services is entered into on the 3rd day of March, 2017, by and between the Santa Monica-Malibu Unified School District herein referred to as the “District” and Eric Hall & Associates, a California Limited Liability Corporation, referred to as the “Consultant,” who agrees to provide services to the District under the terms, conditions, and scope of services as described herein.

**SCOPE OF SERVICES**

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the services as more particularly described as the work plan and scope of services in Exhibit A, attached hereto and incorporated herein by reference. The Consultant and District agree that the work performed as identified in Exhibit A is of a highly specialized nature, does not require any associate or Consultant to possess a credential issued by the California Commission on Teacher Credentialing. The Consultant and District agree that employees in the District are not experienced or qualified to perform these tasks and as such the work performed qualifies as an independent contractor assignment and is not subject to earnings limitations and the time is not reportable to CalPERS or CalSTRS.

**TOBACCO-FREE FACILITY**

The District and its facilities are tobacco-free environments. Tobacco use is prohibited at all times on all District properties.

**FUND AVAILABILITY**

Funding of this Agreement is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of Consultant.

**COMPENSATION/COSTS AND PAYMENT SCHEDULE**

Consultant shall receive compensation, including reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto and incorporated herein by reference. With prior approval of the District, the Consultant may sub-contract with other firms for specific legal, financial, demographic, or other support, as necessary.

The District shall pay Consultant promptly. Consistent with the Prompt Payment Act, payment of an invoice will be paid within 31 days of receipt to the office referenced in this agreement. A penalty of 0.25 percent per calendar day shall be applied until payment in full is received. Penalties may not be waived, altered, or limited by the District. Penalties and interest shall accrue to Consultant until invoice is paid.

## CONFIDENTIALITY OF SERVICES OR WORK

All correspondence and dialogue between the parties, as well as documentation prepared by either party in conjunction with services performed under this Agreement shall remain confidential.

## OWNERSHIP OF DOCUMENTS OR WORK

All documents prepared by Consultant pursuant to the scope of services of this Agreement shall be the property of the District. Consultant may use the content and form of such documents for other work performed by Consultant for other parties, so long as references to the District are only included upon express written consent of the District.

## CONSULTANT & DISTRICT CONTACT PERSONS' NAMES & ADDRESSES

### FOR THE CONSULTANT:

Eric J. Hall  
President  
Eric Hall & Associates  
5245 Avenida Encinas, Suite A  
Carlsbad, CA 92008  
(760) 602-9352  
[eric@ehanda.com](mailto:eric@ehanda.com)

### FOR THE DISTRICT:

Janece Maez  
Associate Superintendent, Business Services & Chief Financial Officer  
Santa Monica-Malibu Unified School District  
1651 16th Street  
Santa Monica, California 90404  
(310) 450-8338  
[jmaez@smmusd.org](mailto:jmaez@smmusd.org)

## TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event that the agreement is terminated prior to the completion of the work as identified in Exhibit A, the Consultant shall be compensated for the work completed on a prorated basis.

## INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, the Consultant is acting as an independent contractor and not as an officer, agent, or employee of the District. The Consultant shall not be required to keep specific work hours, equipment, or a specific office and shall use independent means and methods for performing the tasks as identified in the scope of services.

## HOLD HARMLESS

The Consultant agrees to hold harmless, defend, and to indemnify the District, its officers, agents, and employees against all claims, demands, and causes of action by Consultant, employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by the Consultant as identified in the scope of this agreement and resulting from the negligent act or omissions of the Consultant, its agents, employees, or subcontractors.

## AUDIT

The Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent financial documents, books, papers, and records related to this Agreement.

## NON-SOLICITATION.

District agrees that during the term of this Agreement and for a period expiring one (1) year after the date of termination of this Agreement, the District will not directly or indirectly solicit, hire, or contract with any employees or independent contractors of Consultant for District's own benefit or for the benefit of any other party. This one-year period shall be tolled for any time period that District is in violation of this paragraph.

The parties agree that District will be liable to Consultant for liquidated damages for each violation of this paragraph, as follows: District shall pay the Consultant an amount equal to the greater of (a) one hundred percent (100%) of the gross amounts paid to the employee or independent contractor who was involved in the violation of this paragraph during the one year period commencing as of the date the employee or independent contractor first receives payment as a result of District's violation of this paragraph or (b) one hundred percent (100%) of the gross revenues for the one year period preceding the termination of this Agreement.

The parties agree that these measures of damages are reasonable compensation for Consultant's interest and investment in its business, employees, independent contractors, and proprietary information. The provisions of this paragraph shall survive the termination of this Agreement.

## INSURANCE REQUIREMENTS

The Consultant shall maintain and shall cause each subcontractor to maintain General Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

### Amounts of Insurance:

|                                                 |                            |
|-------------------------------------------------|----------------------------|
| Commercial General Liability                    | \$2,000,000 per occurrence |
| Professional Liability                          | \$2,000,000 per occurrence |
| Auto Liability for owned and non-owned vehicles | \$2,000,000 per occurrence |

Upon request by the District, the Consultant shall provide, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional insured.

GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

COMPLIANCE WITH LAW

The Consultant shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This Agreement is of no force or effect until approved by the Board of Trustees of the District and executed by a District official delegated the responsibility by the Board.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DISTRICT: Santa Monica-Malibu USD

CONSULTANT: Eric Hall & Associates

By: Janece Maez  
Associate Superintendent, Bus. Svcs. & CFO

By: Eric J. Hall, President



\_\_\_\_\_  
Print Name: Janece L. Maez

Print Name: Eric J. Hall

Date: March 3, 2017

Date: March 3, 2017

Tax Payer Identification # 20 464 1725



***Santa Monica-Malibu Unified School District  
Business Support Services  
Exhibit A  
Scope of Services and Work Plan***

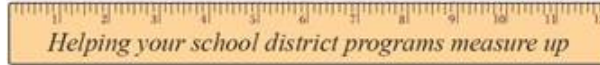
**SCOPE OF SERVICES**

EH&A has been requested by the Santa Monica-Malibu Unified School District to provide services in a leadership role for the District's Purchasing Department. EH&A has also been requested to review, and make recommendations as to the organizational capacity and effectiveness of various segments of the District's operation with particular focus on the interrelationships between the Facilities Department, the Bond Program Manager and the Purchasing Department. This will include recommendations regarding revisions to the organizational structure, current functions, staffing, systems, processes and procedures.

The scope of services will include, but may not be limited to:

- Providing direct and support services in the solicitation, procurement, administration and completion of contracts and purchase orders;
- Providing limited guidance and support and assisting in the preparation, approval and processing of public works contracts and bid packages upon request;
- Providing senior District leadership with an overall assessment as to the current capacity and overall effectiveness of the Purchasing Department through a review of purchasing activities and functions including organizational structure, staffing, systems, procedures and guidelines and making recommendations for revising same.
- Providing findings and recommendations on revisions to systems, procedures and processes to increase efficiency and service where necessary. Recommendations with focus toward "best industry practices" in the operation of the Purchasing Department and will also include a review of specific purchasing activities currently being conducted by the Facilities Departments and the Bond Program.
- Providing other Business and Support services as requested





**WORK PLAN**

- EH&A Associate will perform various duties and activities as requested by the Associate Superintendent, Business Services and Chief Financial Officer.
- EH&A staff will conduct both interviews and observations with appropriate District staff as the basis for the formulation of findings and recommendations with the ultimate goal of providing actionable recommendations useable to the organization as a whole.
- Findings and recommendations will be presented to the Associate Supt., Business Services & Chief Financial Officer as well as the Chief Operating Officer



***Exhibit B***  
***Compensation and Payment Schedule***

The District shall authorize services as needed and compensation shall be paid on the following hourly schedule:

President, \$235, per hour  
Vice President, \$205, per hour  
Senior Associate, \$195 per hour  
Associate, \$175 to \$125 per hour (Loretta Courie, \$140 per hour)  
Junior Associate \$100 per hour  
Administrative Support, \$50 per hour

The costs for the project shall not exceed \$50,000 including all ordinary expenses.

This price includes all the expenses and time of all EH&A Associates and all travel and materials as required to perform the scope of services and work plan as identified.

EH&A shall be reimbursed for reasonable expenses, such as duplicating, publications, travel and mileage. Extra ordinary travel to Sacramento or other locations involving hotel, airfare and other expenses shall be approved in advance.

EH&A shall submit an itemized invoice monthly to the District. The District shall process and pay invoices within 30 days of receipt. EH&A shall submit monthly invoices detailing the date of work performed, a description of the tasks and hours worked.

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

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

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve the Project Labor Agreement negotiated with the Los Angeles/Orange Counties Building and Construction Trades Council.

COMMENTS: The Board of Education discussed this item at its February 16, 2017, board meeting (Item No. D.01). During that discussion the Board asked staff to modify the language of Section 4.6. The additional language in that section expanded the definition of a Transitional Worker to include those having a criminal conviction, except for crimes set forth in *Education Code* Section 45123 and has been included in the final agreement as attached.

BACKGROUND:

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.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**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; (8) being an Apprentice with less than 15% of the apprenticeship hours required to graduate to journey person level; or (9) having a criminal conviction, except for crimes set forth in *Education Code* Section 45123. 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 journey person 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 journeymen.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman 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

---

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

---

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

---

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

---

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

---

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

---

Teamsters Joint Council No. 42, Local 986

---

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

-----  
-----

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

**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<br>(i.e., plumber, painter,<br>etc.) | Journeyman<br>or<br>Apprentice | Local Resident,<br>Transitional Worker,<br>Veteran, or<br>General Dispatch | Number of<br>workers<br>needed | Report<br>Date | Report<br>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

ACTION/CONSENT

03/02/17

FROM: BEN DRATI / TERRY DELORIA / BERTHA ROMAN

RE: AMENDMENT TO CONTRACT TO MERIDIAN IT FOR THE PROCUREMENT OF PART 1 – COMPUTING EQUIPMENT FOR THE DATA CENTER PROJECT – CMAS CONTRACT #3-14-70-3035A – MERIDIAN IT

RECOMMENDATION NO. A.11

It is recommended that the Board of Education authorize Change Order #2 to Meridian IT to provide professional services for the installation of Nutanix and VMWare Infrastructure including district office and secondary sites utilizing the California CMAS Contract # 3-14-70-3035A from Meridian IT for the amount of \$64,600.00 for a total contract amount of \$1,222,206.54.

District Data Center Computing Equipment

Funding Information

Budgeted: Yes  
Fund: 21  
Source: ES – Technology – Infrastructure  
Account Number: 84-90903-0-00000-82000-5890-030-1300

Comment:

|                          |                  |
|--------------------------|------------------|
| Original Contract Amount | \$1099,606.54    |
| Change Order #1          | 58,000.00        |
| <u>Change Order #2</u>   | <u>64,600.00</u> |
| Total Contract Amount    | \$1,222,206.54   |

The Board of Education approved the budget for the initial computing equipment purchase on 7/15/2015 and CO#1 on 11/05/15. The California CMAS Contract # 3-14-70-3035A is being utilized for services to install this purchased equipment.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AWARD OF CONTRACT – WILL ROGERS ELEMENTARY SCHOOL –  
WINDOWS, FLOORING & PAINT PROJECT – BID #17.08.ES – A.J. FISTES  
CORPORATION – MEASURE ES

RECOMMENDATION NO. A.12

It is recommended that the Board of Education award a contract for Bid #17.08.ES – Window Upgrade Project to A.J. Fistes Corporation for the Will Rogers Elementary School in an amount not to exceed \$2,813,450.00.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: Measure ES  
Account Number: 85-90905-0-00000-85000-5640-006-2600  
Budget Category: Construction Contract

COMMENTS: The district publicly bid the Window Upgrades project Bid #17.08.ES, legal advertisement of the notice inviting bids was published with Daily Breeze, Santa Monica Daily Press and ran on January 17, 2017 and January 24, 2017. The notice inviting bids was sent to 323 General Contractors that are on the SMMUSD Interested Bidders list, and to the required trade journals per CUCCAC requirements. The mandatory job walk was held January 26, 2017, 23 General Contractors attended. Bids were received and publicly opened on February 16, 2017. Six bids were received and are as noted below:

1. PCR Construction, Inc. \$2,746,500.00 (Non-Responsive)
2. **A.J. Fistes Corporation. \$2,813,450.00**
3. Pinguelo Construction \$3,548,952.00
4. Woodcliff Corporation \$3,862,000.00
5. Newman Midland Corporation \$4,105,000.00
6. Best Contracting \$5,368,220.00

Staff reviewed the bids for responsiveness and issued a letter of bid non-responsiveness to PCR Construction, Inc., on February 17, 2017. A Notice of Intent to award was issued to A.J. Fistes Corporation on February 17, 2017. An apparent low bidder meeting was conducted the week of February 20, 2017.

It is recommended that the Board of Education award a contract in the amount of \$2,813,450.00.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NAYS:

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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.13

It is recommended that the Board of Education approve Contract Amendment #03 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 \$1,395,123.60.

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 for Rogers ES. 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 by DSA: \$19,311.60
- Replace fire alarm as required by DSA: \$66,000.00

|                                                           |                     |
|-----------------------------------------------------------|---------------------|
| ORIGINAL CONTRACT (WPF design services-CES, Grant & WRLC) | \$988,826.00        |
| CONTRACT AMENDMENT #01 (MMHS WPF)                         | \$286,749.00        |
| CONTRACT AMENDMENT #02 (Cabrillo – CA Services)           | \$ 1,875.00         |
| CONTRACT AMENDMENT #03 (WPF Addtl DSA - WRLC)             | <u>\$117,673.60</u> |
| TOTAL CONTRACT AMOUNT:                                    | \$1,395,123.60      |

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AWARD OF AGREEMENT – ARCHITECTURAL DESIGN SERVICES – JOHN ADAMS MIDDLE SCHOOL – PERFORMING ARTS COMPLEX PROJECT – MEASURE ES

RECOMMENDATION NO. A.14

It is recommended that the Board of Education award an agreement for Architectural Design Services for John Adams Middle School - Performing Arts Complex Project to HGA Architects in an amount not to exceed \$1,574,350 plus reimbursable expenses of \$50,000, for a total contract amount of \$1,624,350.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90907-0-00000-85000-5802-011-2600  
Description: A/E Design Services

COMMENTS: The A/E RFQ for John Adams Middle School – Performing Arts Complex New Construction was issued on December 27, 2016. Fifty-one firms requested and received the issued RFQ. Qualifications were due January 20, 2017. Fourteen Statements of Qualification (SOQs) were received from the firms noted below.

1. John Sergio Fisher & Associates (JSFA)
2. Ruhnau, Ruhnau Clarke
3. GKK Works
4. Hammel, Green, and Abrahamson, Inc. (HGA)
5. Little
6. SVA Architects, Inc.
7. LPA, Inc.
8. HMC Architects
9. PMSM
10. Perkins & Will
11. Pleskow Architects
12. Architecture For Education
13. Renzo Zecchetto Architects
14. Hodgetts-Fung Design and Architecture

Staff reviewed the qualifications received and shortlisted three firms for interviews. Interviews were conducted Tuesday, February 7, 2017, with HGA, LPA, and JSFA. The selection committee included members from the following departments:

- District Administration
- District School Site Administrator
- District Facilities Advisory Committee Member
- Facility Improvement Projects Staff
- Santa Monica College Representative

*(continued on next page)*

Upon completion of the interviews, the selection committee ranked all firms and HGA was the top ranked firm. HGA is a local Santa Monica based architecture firm. HGA's initial cost proposal included a proposed cost of \$2,184,230 including reimbursable expenses. 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 \$1,574,350, 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 HGA for Architectural Design Services of the John Adams Middle School Performing Arts Complex Project in an amount not to exceed \$1,624,350 including reimbursable expenses.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AMENDMENT TO AGREEMENT – TESTING AND INSPECTION SERVICES –  
SANTA MONICA HIGH SCHOOL – SCIENCE & TECHNOLOGY BUILDING AND  
SITE IMPROVEMENTS, PHASE II PROJECT – MEASURE BB

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve Contract Amendment #10 for Testing & Inspection Services for Santa Monica High School – Science & Technology Building and Site Improvements, Phase II Project to California Testing and Inspections in an amount not to exceed \$6,455.00 for a total contract amount of \$2,048,246.00

Funding Information

Budgeted: Yes  
Fund: 83  
Source: ES  
Account Number: 83-90500-0-00000-85000-5802-015-2600  
Description: Material Testing and Inspection Services  
DSA Project No.: 03-113443

COMMENTS: The Division of the State Architect requires additional testing and inspection work to close out this project. A portion of the chain-link fence located at the football field need inspection certification to verify compliance with the DSA approved project documents. California Testing & Inspections is experienced with this type of post construction work and was asked to provide a proposal for the work.

Funded from re-allocation of soft costs within the project.

|                                                                   |                    |
|-------------------------------------------------------------------|--------------------|
| ORIGINAL CONTRACT – Samohi Testing &Special Inspections           | \$461,072          |
| CONTRACT AMENDMENT #01 (Additional Testing Services)              | \$ 44,155          |
| CONTRACT AMENDMENT #02 (Additional Testing Services)              | \$335,000          |
| CONTRACT AMENDMENT #03 (Additional Testing Services)              | \$135,274          |
| CONTRACT AMENDMENT #04 (Additional Testing Services)              | \$324,385          |
| CONTRACT AMENDMENT #05 (Additional Testing Services)              | \$208,626          |
| CONTRACT AMENDMENT #06 (Additional Testing Services)              | \$216,227          |
| CONTRACT AMENDMENT #07 (Additional Testing Services)              | \$150,000          |
| CONTRACT AMENDMENT #08 (Additional Testing Services)              | \$109,370          |
| CONTRACT AMENDMENT #09 (Additional Testing Services)              | \$ 57,682          |
| CONTRACT AMENDMENT #10 (Additional Testing & Inspection Services) | \$ 6,455           |
| <u>TOTAL CONTRACT AMOUNT:</u>                                     | <u>\$2,048,246</u> |

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AWARD OF AGREEMENT – PROFESSIONAL DESIGN SURVEY SERVICES –  
SANTA MONICA HIGH SCHOOL – SEALY FIELD IMPROVEMENT PROJECT –  
PSOMAS – MEASURE ES

RECOMMENDATION NO. A.16

It is recommended that the Board of Education award an agreement with Psomas for professional design survey services for the Santa Monica High School – Sealy Field Improvement Project, in an amount not to exceed \$5,500.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: Measure ES  
Account Number: 85-90904-0-00000-85000-5802-015-2600  
Budget Category: Soft Costs \ Surveys & Engineering

COMMENTS: Psomas was hired to provide professional survey services at the Samohi campus. Since that survey, the District has separately contracted with CY Architects (CYA) to design improvements to address deterioration of the baseball backstop fencing. CYA's work will require other associated ADA access improvement in that area. This agreement allows Psomas to provide a detailed survey of the baseball field to support CYA's design work.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: CHANGE ORDER – AWI BUILDERS, INC. – DISTRICT OFFICE – DATA CENTER PROJECT – MEASURE BB

RECOMMENDATION NO. A.17

It is recommended that the Board of Education approve Change Order No. 02 with AWI Builders, Inc. for the District Office - Data Center Project in an amount not to exceed \$77,307.69 for a total contract amount of \$1,541,447.52 and 0 days of schedule impact.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 21-90503-00000-85000-6200-054-2600  
Budget Category: Hard Costs \ Construction Contracts  
DSA #: 03-116118

COMMENTS: On December 22, 2015 the Santa Monica Malibu Unified School District’s Board of Education awarded to AWI Builders, Inc. the contract for the IT Expansion Suite/ Data Center Build-out Project in the amount of \$1,433,911.00.

This Change Order No. 02 is necessary to compensate for work performed under the following PCO’s:

- 4R3 - RFI 004 AWI was issued a Change Order to reconstruct the 17<sup>th</sup> St ADA parking stalls.
- 9R3 - RFI 057 AWI was issued a Change Order to reconstruct the 16<sup>th</sup> St ADA parking stalls and path of travel.

Change Order No. 02 includes the following changes to the terms of the contract:

|                              |                       |
|------------------------------|-----------------------|
| ORIGINAL CONTRACT AMOUNT     | \$1,433,911.00        |
| CHANGE ORDER NO. 1           | \$ 30,228.83          |
| CHANGE ORDER NO. 2           | \$ 77,307.69          |
| <u>TOTAL CONTRACT AMOUNT</u> | <u>\$1,541,447.52</u> |

This item is funded through the Program Reserve Shortage.

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AMENDMENT TO AGREEMENT – HAZARDOUS MATERIALS ABATEMENT  
MONITORING – MALIBU MIDDLE & HIGH SCHOOL – CAMPUS  
IMPROVEMENTS PROJECT – ALTA ENVIRONMENTAL – MEASURE BB

RECOMMENDATION NO. A.18

It is recommended that the Board of Education approve Contract Amendment #02 with Alta Environmental to conduct hazardous material testing and abatement monitoring consultant services for the Malibu Middle & High School – Campus Improvements Project in an amount not to exceed \$146,840.00 for a contract total of \$177,574.90

Funding Information

Budgeted: Yes  
Fund: 83  
Source: BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600 (Malibu HS) – \$146,840.00  
Budget Category: Soft Costs/Environmental Testing/Hazmat Monitoring  
DSA #: N/A  
Friday Memo: N/A

COMMENTS: Alta Environmental has been requested to conduct hazardous material abatement monitoring consultant services for the construction of the New Parking Lot E and the partial Demolition of Buildings A, B/C, Portables 511, 512, 513 and the Demolition of Building E at Malibu Middle & High School. The revised contract total will be \$146,840.00.

| <b>New Parking Lot and Buildings A, B &amp; C</b>                    | <b>Total</b>        |
|----------------------------------------------------------------------|---------------------|
| Task A – Pre-bid job walk and Pre-construction Meeting               | \$2,509.60          |
| Task B – Monitoring Services during installation of New Parking Lot  | \$9,944.80          |
| Task C – Monitoring during Asbestos and Lead Related Work and Report | \$38,024.00         |
| Task D – Monitoring during PCB Removal / Remediation Work and Report | \$44,668.00         |
| <b>Building E</b>                                                    |                     |
| Task A – Pre-bid job walk and Pre-construction Meeting               | \$2,509.60          |
| Task B – Monitoring during asbestos and lead related work            | \$20,102.00         |
| Task C – Monitoring during PCB removal/remediation work              | \$27,112.00         |
| <b>Buildings D213, 511, 512 and 513</b>                              |                     |
| Task A – Asbestos/lead survey of Building D 213, 511, 512, and 513   | \$1,970             |
| <b>NOT TO EXCEED TOTAL</b>                                           | <b>\$146,840.00</b> |

(continued on next page)

|                                                              |                     |
|--------------------------------------------------------------|---------------------|
| BB Funding:                                                  |                     |
| ORIGINAL CONTRACT (MMHS – Campus Improv Asbes&Lead)          | \$12,113.60         |
| CONTRACT AMENDMENT #01 (MMHS – Campus Improv PCB)            | \$18,621.30         |
| CONTRACT AMENDMENT #02 (MMHS – Campus Improv Asbes/Lead&PCB) | \$146,840.00        |
| <u>TOTAL CONTRACT AMOUNT:</u>                                | <u>\$177,574.90</u> |

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AMENDMENT TO AGREEMENT – ARBORIST AND AVIAN MONITORING – MALIBU MIDDLE & HIGH SCHOOL – CAMPUS IMPROVEMENTS PROJECT – PSOMAS– MEASURE BB

RECOMMENDATION NO. A.19

It is recommended that the Board of Education approve Contract Amendment #48 with Psomas to conduct arborist and avian monitoring consultant services for the construction of the New Parking Lot E and the partial Demolition of Buildings A, B/C and the Demolition of Building E at Malibu Middle & High School – Campus Improvements Project in an amount not to exceed \$41,205.00 for a contract total of \$1,316,485.00

Funding Information

Budgeted: Yes  
Fund: 83  
Source: BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600 (Malibu HS) – \$41,205.00  
Budget Category: Soft Costs/Surveys & Engineering  
DSA #: N/A  
Friday Memo: N/A

COMMENTS: The approved Coastal Development Permit for the Malibu Middle & High School Campus Improvement Project requires the District to comply with a list of special conditions which include Native Tree Protection & Mitigation and Sensitive Bird Species Surveys. As a result, Psomas has been requested to conduct arborist and avian monitoring consultant services for the construction of the New Parking Lot E and the partial Demolition of Buildings A, B/C and the Demolition of Building E at Malibu Middle & High School. The revised contract total will be \$1,316,485.00.

| Sites                                                 | Total       |
|-------------------------------------------------------|-------------|
| Task 1 – Project Initiation/Coordination              | \$2,840.00  |
| Task 2 – Protective Fence Inspection                  | \$1,310.00  |
| Task 3 – Avian Monitoring                             | \$26,425.00 |
| Task 4 – Native Tree Protective Measures              | \$2,425.00  |
| Task 5 – Vegetation Clearing Monitoring/Documentation | \$8,205.00  |
| NOT TO EXCEED TOTAL                                   | \$41,205.00 |

MEASURE BB:

|                                                          |            |
|----------------------------------------------------------|------------|
| ORIGINAL CONTRACT AMOUNT                                 | \$ 249,450 |
| Contract Amendment#1 (Survey, 4 Sites)                   | \$92,200   |
| Contract Amendment#2 (Samohi Utilities Map)              | \$39,600   |
| Contract Amendment#3 (Survey, 2 Sites)                   | \$38,000   |
| Contract Amendment#4 (Survey, 4 Sites)                   | \$63,000   |
| Contract Amendment#5 (Survey, 4 Sites)                   | \$99,900   |
| Contract Amendment#6 (Survey/Utilities Mapping, 4 Sites) | \$84,500   |
| Contract Amendment#7 (Survey, 5 Sites)                   | \$72,600   |
| Contract Amendment #8 (MMHS, Sewer, Easement)            | \$63,500   |
| Contract Amendment #9 (Samohi, Olympic)                  | \$99,000   |

(continued on next page)

|                                                                     |                       |
|---------------------------------------------------------------------|-----------------------|
| Contract Amendment #10(Samohi survey)(A.16)                         | \$7,500               |
| Contract Amendment #11(Lincoln survey)(A.17)                        | \$15,000              |
| Contract Amendment #12 (MMHS survey)                                | \$5,500               |
| Contract Amendment #13 (Webster survey)                             | \$22,500              |
| Contract Amendment #14 (MMHS survey)                                | \$7,500               |
| Contract Amendment #15 (MMHS slope analysis)                        | \$1,800               |
| Contract Amendment #16 (JAMS design survey)                         | \$8,379               |
| Contract Amendment #17 (MMHS design survey)                         | \$29,246              |
| Contract Amendment #18 (PDES survey)                                | \$23,574              |
| Contract Amendment #19 (Samohi)                                     | \$24,232              |
| Contract Amendment #20 (MMHS)                                       | \$6,795               |
| Contract Amendment #21 (Webster)                                    | \$22,081              |
| Contract Amendment #22 (MMHS)                                       | \$2,560               |
| Contract Amendment #23 (Samohi)                                     | \$17,048              |
| Contract Amendment #24 (JAMS confirmation survey)                   | \$2,500               |
| Contract Amendment #25 (JAMS underground sewer survey)              | \$21,556              |
| Contract Amendment #26 (ELA design survey)                          | \$10,848              |
| Contract Amendment #27 (JAMS revised survey)                        | \$1,496               |
| Contract Amendment #28 (Rogers Survey for Relos)                    | \$11,646              |
| Contract Amendment #29 (Rogers Utility Det. for Relos)              | \$13,056              |
| Contract Amendment #30 (JAMS Underground utilities)                 | \$2,170               |
| Contract Amendment #31 (JAMS utility investigation - rels)          | \$6,296               |
| Contract Amendment #32 (JAMS subsurface investigation)              | \$4,198               |
| Contract Amendment #33 (Contract extension)                         | \$0                   |
| Contract Amendment #34 (Olympic subsurface investigation)           | \$7,050               |
| Contract Amendment #35 (Grant survey update)                        | \$600                 |
| Contract Amendment #36 (Webster survey update)                      | \$2,003               |
| Contract Amendment #37 (Contract extension)                         | \$ 0                  |
| Contract Amendment #38 (Malibu survey update)                       | \$4,526               |
| Contract Amendment #39 (Edison Easement)                            | \$5,000               |
| Contract Amendment #41 (Data Center/Administration Building)        | \$3,500               |
| Contract Amendment #42 (Malibu On-Call Services Agreement)          | \$10,000              |
| Contract Amendment #48 (Malibu Arborist / Avian Monitoring)         | \$41,205.00           |
| <b>TOTAL CONTRACT AMOUNT</b>                                        | <b>\$1,243,115.00</b> |
| <br>MEASURE ES:                                                     |                       |
| Contract Amendment #40 (Samohi Ramp/Stairs Design/Survey)           | \$33,420              |
| Contract Amendment #43 (Samohi Softball Survey)                     | \$23,000              |
| Contract Amendment #44 (Samohi Ramp/Stairs DSA POT upgrades)        | \$7,450               |
| Contract Amendment #45 (Samohi Softball Field Additional Survey)    | \$2,500               |
| Contract Amendment #46 (Samohi Ramp/Stairs CCD Survey)              | \$2,900               |
| Contract Amendment #47 (Samohi Ramp/Stairs (Design Survey Services) | \$4,100               |
| <b>TOTAL CONTRACT AMOUNT</b>                                        | <b>\$73,370.00</b>    |

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

RE: AMENDMENT TO AGREEMENT – ARCHITECTURAL SERVICES – MALIBU MIDDLE & HIGH SCHOOL – WINDOWS, PAINT, FLOORS & DOORS PROJECT – HMC ARCHITECTS – MEASURE ES

RECOMMENDATION NO. A.20

It is recommended that the Board of Education approve Contract Amendment #04 with HMC Architects to provide additional architectural and engineering services for the Malibu Middle & High School - Windows, Paint, Floors and Doors (WPF) Project in an amount not to exceed \$121,484.00 for a total contract amount of \$1,516,607.60

Funding Information

Budgeted: Yes  
Fund: 85  
Source: Measure ES  
Account Number: 85-90905-0-00000-85000-5802-010-2600  
Budget Category: Soft Costs \ Design Services \ Architects  
Friday Memo: 02/24/17

COMMENTS: This Contract Amendment #04 in the amount of \$121,484.00 is for HMC Architects to provide the following additional design services for the Malibu HS Windows, Paint, Floors and Doors Project, including reimbursable expenses as follows:

Proposal dated January 18, 2017: Parking Lot B ADA upgrades required by DSA:

|                |             |
|----------------|-------------|
| HMC Architects | \$ 5,240.00 |
| Stantec        | \$ 6,200.00 |

|                               |                    |
|-------------------------------|--------------------|
| <u>Reimbursable Allowance</u> | <u>\$ 1,144.00</u> |
| Total:                        | \$12,584.00        |

Proposal dated January 17, 2017: New mechanical ventilation of Darkroom in Building I:

|                        |                    |
|------------------------|--------------------|
| HMC Architects         | \$ 9,400.00        |
| TTG MEP                | \$ 7,000.00        |
| Reimbursable Allowance | \$ 1,640.00        |
| <u>Total:</u>          | <u>\$18,040.00</u> |

Proposal dated January 17, 2017: Redesign of Special Education areas in Building G, rooms 500, 501 and 502:

|                        |                    |
|------------------------|--------------------|
| HMC Architects         | \$22,000.00        |
| TTG MEP                | \$10,000.00        |
| Reimbursable Allowance | \$ 3,200.00        |
| <u>Total:</u>          | <u>\$35,200.00</u> |

Proposal dated January 17, 2017: Provide ventilation of Kiln Room in Building G:

|                        |            |
|------------------------|------------|
| HMC Architects         | \$4,800.00 |
| TTG MEP                | \$4,000.00 |
| Reimbursable Allowance | \$ 880.00  |
| <hr/>                  |            |
| Total:                 | \$9,680.00 |

Proposal dated January 17, 2017: Provide Heating for Building I:

|                        |             |
|------------------------|-------------|
| HMC Architects         | \$22,800.00 |
| TTG MEP                | \$11,000.00 |
| TTG Structural         | \$ 8,000.00 |
| Reimbursable Allowance | \$ 4,180.00 |
| <hr/>                  |             |
| Total:                 | \$45,980.00 |

|                                            |                |
|--------------------------------------------|----------------|
| ORIGINAL CONTRACT:                         | \$ 988,826.00  |
| CONTRACT AMENDMENT #01(WPFD-CES,GES,WRLC ) | \$ 286,749.00  |
| CONTRACT AMENDMENT #02(WPFD-MMHS(F,I&G))   | \$ 1,875.00    |
| CONTRACT AMENDMENT #03(WPFD-Cabrillo(CES)) | \$ 117,673.60  |
| CONTRACT AMENDMENT #04(WPFD-MMHS)          | \$ 121,484.00  |
| <hr/>                                      |                |
| TOTAL CONTRACT AMOUNT :                    | \$1,516,607.60 |

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

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

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

RECOMMENDATION NO. A.21

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

Juan Cabrillo Elementary School – Window, Flooring & Paint Project – Measure ES

| <b>Vendor Name/Project</b> | <b>PO Number</b> | <b>Amount</b> | <b>Substantial Completion Date</b> |
|----------------------------|------------------|---------------|------------------------------------|
| Ecobuild, Inc.             | 178082           | \$19,971.00   | 01/12/17                           |

Malibu Middle & High School/Juan Cabrillo Elementary School – LED Interior Lighting & Controls Replacement Project – Measure ES

| <b>Vendor Name/Project</b> | <b>PO Number</b> | <b>Amount</b> | <b>Substantial Completion Date</b> |
|----------------------------|------------------|---------------|------------------------------------|
| Walton Electric            | 178413           | \$23,213.37   | 01/03/17                           |

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

03/02/17

FROM: BEN DRATI / MARK O. KELLY

RE: CERTIFICATED PERSONNEL – Elections, Separations

RECOMMENDATION NO. A.22

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

**ADDITIONAL ASSIGNMENTS**

EDUCATIONAL SERVICES

|                          |                |         |                      |
|--------------------------|----------------|---------|----------------------|
| Krogmann, Allyson        | 2 hrs @\$45.49 | 1/29/17 | Est Hrly/\$91        |
| Mehring, Patricia        | 2 hrs @\$45.49 | 1/29/17 | <u>Est Hrly/\$91</u> |
| TOTAL ESTABLISHED HOURLY |                |         | \$182                |

Comment: RAND Conference Attendance  
01-LCAP – LCFF Supplemental Grant

|                          |                 |                |                  |
|--------------------------|-----------------|----------------|------------------|
| Johnston, Kimberlee      | 80 hrs @\$45.49 | 2/16/17-6/9/17 | Est Hrly/\$3,639 |
| TOTAL ESTABLISHED HOURLY |                 |                | \$3,639          |

Comment: Physical Activity Specialist Planning and Training  
01-Measure “R”

|                          |                |                 |                       |
|--------------------------|----------------|-----------------|-----------------------|
| Carey, Ann               | 8 hrs @\$45.49 | 2/16/17-6/16/17 | Est Hrly/\$364        |
| Donohoe, Mary            | 8 hrs @\$45.49 | 2/16/17-6/16/17 | Est Hrly/\$364        |
| Goldman, Jennifer        | 8 hrs @\$45.49 | 2/16/17-6/16/17 | Est Hrly/\$364        |
| Ostrom, Michael          | 8 hrs @\$45.49 | 2/16/17-6/16/17 | Est Hrly/\$364        |
| Pirri, Stephanie         | 8 hrs @\$45.49 | 2/16/17-6/16/17 | <u>Est Hrly/\$364</u> |
| TOTAL ESTABLISHED HOURLY |                |                 | \$1,820               |

Comment: Reading Writing Network Planning and Facilitation  
01-Cotsen Family Foundation

|                          |                 |                 |                         |
|--------------------------|-----------------|-----------------|-------------------------|
| Cordes, Amy              | 24 hrs @\$45.49 | 2/20/17-4/30/17 | Est Hrly/\$1,092        |
| Ware, Andrea             | 24 hrs @\$45.49 | 2/20/17-4/30/17 | <u>Est Hrly/\$1,092</u> |
| TOTAL ESTABLISHED HOURLY |                 |                 | \$2,184                 |

Comment: Supplemental After-School ELD/ALD English Learners Support  
01-ESEA – Title III LEP

MALIBU HIGH SCHOOL

|                          |                |         |                      |
|--------------------------|----------------|---------|----------------------|
| Larsen, Mark             | 2 hrs @\$45.49 | 2/22/17 | <u>Est Hrly/\$91</u> |
| TOTAL ESTABLISHED HOURLY |                |         | \$91                 |

Comment: Olweus Implementation  
01-SMMEF Stretch Grant

MUIR ELEMENTARY SCHOOL

|                          |                 |                 |                         |
|--------------------------|-----------------|-----------------|-------------------------|
| Benitez, Lourdes         | 24 hrs @\$45.49 | 1/17/17-4/21/17 | Est Hrly/\$1,092        |
| Brizuela, Jose           | 24 hrs @\$45.49 | 1/17/17-4/21/17 | Est Hrly/\$1,092        |
| Ramirez, Joseph          | 24 hrs @\$45.49 | 1/17/17-4/21/17 | <u>Est Hrly/\$1,092</u> |
| TOTAL ESTABLISHED HOURLY |                 |                 | \$3,276                 |

Comment: Math Intervention Class  
01- IASA: Title I Basic-LW Inc/Neg

SPECIAL EDUCATION

|                          |                 |                 |                       |
|--------------------------|-----------------|-----------------|-----------------------|
| Dewar, Ruth              | 20 hrs @\$45.49 | 1/12/17-6/20/17 | <u>Est Hrly/\$910</u> |
| TOTAL ESTABLISHED HOURLY |                 |                 | \$910                 |

Comment: Extra hours for Assessments  
01-Special Education





**RESIGNATION**

| <u>Name/Location</u>                           | <u>Effective</u> |
|------------------------------------------------|------------------|
| Aiken, Jason<br>Santa Monica High School       | 3/9/17           |
| Brady, Sarah<br>McKinley Elementary            | 6/9/17           |
| Gaydowski, Kathryn<br>Santa Monica High School | 6/9/17           |
| Gerber, Bradley<br>Malibu High School          | 6/9/17           |
| Harding, Raja<br>Santa Monica High School      | 6/9/17           |
| Harris, Mark<br>Olympic High School            | 6/9/17           |
| Harveson, Jonathan<br>Santa Monica High School | 6/9/17           |
| Hollis, Christa<br>Olympic High School         | 6/9/17           |
| Nepomuceno, Gregorio<br>Edison Elementary      | 6/9/17           |
| Pope, Collette<br>Santa Monica High School     | 6/9/17           |
| Theobald, Michelle<br>Educational Svcs         | 6/9/17           |
| Thomas, William<br>Roosevelt Elementary        | 6/9/17           |

**RETIREMENT**

| <u>Name/Location</u>                 | <u>Effective</u>                        |
|--------------------------------------|-----------------------------------------|
| Dunn, Margo<br>Pt Dume Elementary    | 6/9/17<br>(change of date from 2/16/17) |
| Johnson, Cindy<br>Pt Dume Elementary | 6/9/17<br>(change of date from 2/16/17) |

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 – MERIT

ACTION/CONSENT  
 03/02/17

RECOMMENDATION NO. A.23

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> |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------|
| Argueta, Angelica<br>Franklin ES                       | Instructional Assistant – Classroom<br>3.5 Hrs/SY/Range: 18 Step: B                             | 2/7/17                       |
| Colvin, Monica<br>Rogers ES                            | Instructional Assistant – Classroom<br>3 Hrs/SY/Range: 18 Step: B                               | 2/7/17                       |
| Frei, Jeanne<br>Special Education                      | Occupational Therapist<br>8 Hrs/SY/Range: 61 Step: A                                            | 2/21/17                      |
| Lampley, Keyona<br>Operations                          | Custodian<br>5 Hrs/12 Mo/Range: 24 Step: A                                                      | 2/13/17                      |
| Mesheski, Ashleigh<br>Special Ed-Muir ES               | Paraeducator-1<br>6 Hrs/SY/Range: 20 Step: A                                                    | 2/13/17                      |
| Perez, Brittany<br>Special Ed-McKinley ES              | Paraeducator-1<br>4 Hrs/SY/Range: 20 Step: A                                                    | 2/1/17                       |
| <b><u>PROMOTION</u></b>                                |                                                                                                 | <b><u>EFFECTIVE DATE</u></b> |
| Jiwani, Rahim<br>Special Ed-Muir ES                    | Paraeducator-3<br>5 Hrs/SY/Range: 26 Step: A<br>From: Paraeducator-1: 6 Hrs/SY                  | 2/14/17                      |
| Washington, Monique<br>Special Ed-Franklin ES          | Paraeducator-1<br>6 Hrs/SY/Range: 20 Step: A<br>From: Children’s Center Assistant-2: 3.5 Hrs/SY | 2/13/17                      |
| <b><u>TEMP/ADDITIONAL ASSIGNMENTS</u></b>              |                                                                                                 | <b><u>EFFECTIVE DATE</u></b> |
| Bernadou, Michelle<br>Pt. Dume ES                      | Senior Office Specialist<br>[additional hours; clerical support]                                | 1/9/17-6/9/17                |
| De La Rosa, Johanna<br>Educational Services-Lincoln MS | Bilingual Community Liaison<br>[overtime; Immigrant Family Session planning]                    | 1/23/17-6/5/17               |
| Madsen, Karla<br>Health Services-Franklin ES           | Health Office Specialist<br>[additional hours; clerical support]                                | 1/1/17-6/9/17                |
| Portillo, Cristina<br>Child Develop Svcs-Woods         | Children’s Center Assistant-3<br>[additional hours; classroom support]                          | 12/3/16                      |
| Uliantzeff, Elena<br>Educational Services-Muir ES      | Bilingual Community Liaison<br>[overtime; Immigrant Family Session planning]                    | 1/23/17-6/5/17               |

| <b><u>SUBSTITUTES</u></b>                                                                              |                                                                                | <b><u>EFFECTIVE DATE</u></b>                    |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------|
| Buster, Anne<br>McKinley ES                                                                            | Instructional Assistant – Classroom                                            | 12/5/16-6/30/17                                 |
| Casillas, Emma<br>Edison ES                                                                            | Instructional Assistant – Bilingual                                            | 1/9/17-2/23/17                                  |
| Gil, Moises<br>Food and Nutrition Services                                                             | Stock and Delivery Clerk                                                       | 2/13/17-6/9/17                                  |
| Hicks, Katrina<br>Special Education                                                                    | Paraeducator-1                                                                 | 2/8/17-6/9/17                                   |
| Lopez, Manuel<br>Purchasing                                                                            | Stock and Delivery Clerk                                                       | 7/1/16-6/30/17                                  |
| Martinez, Sandra<br>McKinley ES                                                                        | Instructional Assistant – Classroom                                            | 12/5/16-6/30/17                                 |
| Richardson, Damon<br>District                                                                          | Campus Security Officer                                                        | 1/20/17-6/30/17                                 |
| Rivera, Kassandra<br>Educational Services                                                              | Instructional Assistant – Physical Education                                   | 2/8/17-6/9/17                                   |
| Ugwuede, Victor<br>District                                                                            | Campus Security Officer                                                        | 2/10/17-6/30/17                                 |
| Zachery, Latiera<br>Health Services                                                                    | Health Office Specialist                                                       | 2/8/17-6/9/17                                   |
| <b><u>VOLUNTARY TRANSFER</u></b>                                                                       |                                                                                |                                                 |
| McCabe, Pete<br>Special Ed-Santa Monica HS                                                             | Paraeducator-1<br>4 Hrs/SY<br>From: 6 Hrs/SY/Muir ES<br>From: 6 Hrs/SY/Muir ES | <b><u>EFFECTIVE DATE</u></b><br>2/6/17          |
| <b><u>LEAVE OF ABSENCE (PAID)</u></b>                                                                  |                                                                                |                                                 |
| Brown, Murphy<br>Operations-Franklin ES                                                                | Custodian<br>CFRA/FMLA                                                         | <b><u>EFFECTIVE DATE</u></b><br>2/13/17-3/17/17 |
| <b><u>LEAVE OF ABSENCE (UNPAID)</u></b>                                                                |                                                                                |                                                 |
| Anderson, Sally<br>Malibu HS                                                                           | Senior Office Specialist<br>Intermittent FMLA                                  | <b><u>EFFECTIVE DATE</u></b><br>1/1/17-6/14/17  |
| Mock, Christopher<br>Special Ed-Franklin ES                                                            | Paraeducator-3<br>CFRA/FMLA                                                    | 2/2/17-2/20/17                                  |
| <b><u>TERMINATION DUE TO EXHAUSTION OF ALL PAID LEAVES</u></b><br>(39-MONTH MEDICAL REEMPLOYMENT LIST) |                                                                                |                                                 |
| ME8089279<br>Special Education                                                                         | Paraeducator-2                                                                 | <b><u>EFFECTIVE DATE</u></b><br>3/15/17         |
| <b><u>WORKING OUT OF CLASS</u></b>                                                                     |                                                                                |                                                 |
| Bravo, Richard<br>Operations-Malibu HS                                                                 | Lead Custodian<br>From: Custodian                                              | <b><u>EFFECTIVE DATE</u></b><br>1/31/17-2/10/17 |

|                                            |                                                |                  |
|--------------------------------------------|------------------------------------------------|------------------|
| Emhardt, Jana<br>Purchasing                | Buyer<br>From: Administrative Assistant        | 12/5/16-12/23/16 |
| Emhardt, Jana<br>Purchasing                | Senior Buyer<br>From: Administrative Assistant | 12/5/16-12/23/16 |
| Morris, Sean<br>Operations-Santa Monica HS | Lead Custodian<br>From: Custodian              | 1/26/17-3/9/17   |
| Pineda, Luz<br>Special Ed-McKinley ES      | Paraeducator-2<br>From: Paraeducator-1         | 1/9/17-4/9/17    |
| Salonga-Miguel, Jayvee<br>Purchasing       | Senior Buyer<br>From: Buyer                    | 12/5/16-12/23/16 |

**RESIGNATION**

|                                  |                                     |                                         |
|----------------------------------|-------------------------------------|-----------------------------------------|
| Brynjegard, Peter<br>Pt. Dume ES | Instructional Assistant – Classroom | <b><u>EFFECTIVE DATE</u></b><br>3/17/17 |
| Caliboso, Gina<br>McKinley ES    | Instructional Assistant – Classroom | 2/10/17                                 |

**RETIREMENT**

|                                 |                            |                                        |
|---------------------------------|----------------------------|----------------------------------------|
| Platz, Leyla<br>Human Resources | Human Resources Specialist | <b><u>EFFECTIVE DATE</u></b><br>5/5/17 |
|---------------------------------|----------------------------|----------------------------------------|

**SUSPENSION WITHOUT PAY**

|                              |  |                                                                                                                     |
|------------------------------|--|---------------------------------------------------------------------------------------------------------------------|
| BW9173450<br>Santa Monica HS |  | <b><u>EFFECTIVE DATE</u></b><br>2/27/17; 2/28/17; 3/1/17; 3/2/17; 3/3/17<br>3/6/17; 3/7/17; 3/8/17; 3/9/17; 3/10/17 |
|------------------------------|--|---------------------------------------------------------------------------------------------------------------------|

**RE-ELECTION TO THE BOARD OF EDUCATION**

|                                           |              |                                                  |
|-------------------------------------------|--------------|--------------------------------------------------|
| Leon-Vazquez, Maria<br>Board of Education | Board Member | <b><u>EFFECTIVE DATE</u></b><br>12/1/16-12/31/20 |
| Mechur, Ralph<br>Board of Education       | Board Member | 12/1/16-12/31/20                                 |

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  
03/02/17

RECOMMENDATION NO. A.24

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**

|                  |             |               |
|------------------|-------------|---------------|
| Alvarado, Marvin | Cabrillo ES | 2/1/17-6/9/17 |
| Robinson, Keshon | Franklin ES | 2/1/17-6/9/17 |
| Van Buren, Tracy | Franklin ES | 2/6/17-6/9/17 |

**COACHING ASSISTANT**

|             |           |                |
|-------------|-----------|----------------|
| Craig, Jack | Malibu HS | 7/1/16-6/30/17 |
|-------------|-----------|----------------|

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/02/17

FROM: BEN DRATI / MARK O. KELLY

RE: STUDENT TEACHING AGREEMENT – GRAND CANYON UNIVERSITY

RECOMMENDATION NO. A.25

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

INSTITUTION: Grand Canyon University  
EFFECTIVE: February 9, 2017 through June 30, 2020  
PAYMENT: The University shall pay the District \$500.00 per sixteen (16) week session.

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

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

---

## **DISCUSSION ITEMS**



TO: BOARD OF EDUCATION

DISCUSSION

03/02/17

FROM: BEN DRATI / TERRY DELORIA / IRENE GONZALEZ-CASTILLO

RE: CONSIDER REVISING AR 6174 – EDUCATION FOR ENGLISH LEARNERS

DISCUSSION ITEM NO. D.01

It is recommended that the Board of Education discuss suggested changes to AR 6174 - Education For English Learners.

COMMENTS: The regulation specifies criteria used to determine when an English Learner is ready to be reclassified as fluent English proficient. A decision to reclassify requires district staff to determine that the English Learner is now able to progress on par with his/her English-only peer. For this reason, the fourth criteria will be revised to "...the student is performing at ~~or near~~ grade level."

The fourth criteria will be revised to "at grade level," removing "or near."

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (Education Code 313; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

4. Student performance on an objective assessment of basic skills in English assessment that shows whether the student is performing at ~~or near~~ grade level

**Definitions**

English learner, also known as a limited English proficient student, means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. (Education Code 306)

Long-term English learner means an English learner who is enrolled in grades 6-12, has been enrolled in schools in the United States for more than six years, has remained at the same English language proficiency level for two or more consecutive years as determined by the California English Language Development Test (CELDT) or any successor test, and scores far below basic or below basic on the English language arts test of the California Assessment of Student Performance and Progress (CASPP). (Education Code 313.1)

English learner at risk of becoming a long-term English learner means an English learner who is enrolled in grades 5-11 in the United States for four years, scores at the intermediate level or below on the CELDT or any successor test, and scores in the fourth year at the below basic or far below basic level on the English language arts test of the California Assessment of Student Performance and Progress (CASPP) (Education Code 313.1)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

**Identification and Assessment**

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not been previously identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

## **Parental Notifications**

The Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

1. **Assessment Notification:** The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)
2. **Placement Notification:** At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)
3. **Title III Notifications:** Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)
  - a. The reason for the student's classification as English language learner
  - b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
  - c. A description of the program for English language development instruction, including a description of all of the following:
    - (1) The manner in which the program will meet the educational strengths and needs of the student
    - (2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
    - (3) The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and the expected rate of graduation from secondary school schools if applicable
    - (4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

- (5) Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program
  - (6) Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered
4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

### **Parental Exception Waivers**

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of a student in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower.
2. The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.
3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.

Upon request for a waiver, the Superintendent or designee shall provide parents/ guardians with a full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to, item #3 above for students with special needs the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver that the Superintendent or designee must approve the waiver pursuant to Board of Education guidelines (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above, for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the

parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

When evaluating waiver requests pursuant to item #1 above, for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessments and teacher evaluations of such students.

Parent/guardian exception waivers pursuant to item #2 above, for students 10 years or older shall be granted by the Superintendent or designee if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parent/guardian exception waivers pursuant to item #3 above, for students with special needs shall be granted by the Superintendent or designee if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

The principal or designee shall act upon all parent/guardian exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above for students with special needs, shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

All parent/guardian exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11309)

Individual schools in which 20 students or more of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.

In cases where a parent/guardian exception waiver pursuant to item #2 or #3 above, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

### **Reclassification/Redesignation**

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language

learners: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (Education Code 313; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

4. Student performance on an objective assessment of basic skills in English assessment that shows whether the student is performing at ~~or near~~ grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis

3. Establishment of a district program, goals and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures
7. Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

### **LCAP Advisory Committee**

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

**Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**  
**approved: August 19, 2009 Santa Monica, California**  
**revised: May 1, 2014; March 3, 2016**

TO: BOARD OF EDUCATION

DISCUSSION

03/02/17

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

RE: PARTNERSHIP WITH CITY OF SANTA MONICA TO CONSTRUCT A MULTI-PURPOSE FIELD/PARKING AT THE CIVIC CENTER

#### DISCUSSION ITEM NO. D.02

District staff is seeking direction to continue conversations with City of Santa Monica staff towards a partnership to construct a multi-purpose field and parking garage at the Civic Center. The next steps would be to do an economic analysis of the project, architectural feasibility of the scope, and to develop the agreement. The final agreement will be brought before the Board of Education and the City Council for final approval in early summer 2017.

#### **BACKGROUND**

Conversations between SMMUSD and City of Santa Monica staffs regarding the Samohi Campus Plan (SCP) lead to the idea of partnering on a project at the Civic Center site. The Council had directed staff to investigate placing a temporary multi-purpose field in the flat parking lot at the Civic. Development of the SCP demonstrated a need for additional field space and faculty/staff/event parking throughout the phases of the SCP and once it was completed. A solution developed for the District and the City to partner on constructing a permanent multi-purpose field with a softball overlay on top of a subterranean parking garage for approximately 750 vehicles at the Civic Center.

At the November 28, 2016, Board of Education meeting, staff presented options and tradeoffs regarding use of Measure ES funding to construct Phases 1 and 2 of the Samohi Campus Plan (SCP) or alternatively implement Phase 1 of the SCP and partner with the City to develop the permanent sports field and subterranean parking structure on the Civic Center site. The Board directed District staff to work with City staff to explore whether there were feasible financing options to implement all three projects concurrently (Phases 1 and 2 of the SCP and the field with parking). Several Board members weighed in on their preference of constructing Phases 1 and 2 together should they need to choose between two options. While staff was directed to continue to develop the partnership with City staff, staff was also led to move towards building Phases 1 and 2 simultaneously whether or not the partnership with City were to occur.

SMMUSD and the City staffs have performed due diligence for this potential partnership project including discussions with each institution's financial advisors and bond counsel. It is estimated that this project would range in a rough order of magnitude cost of \$80-85 million.

- SMMUSD would contribute a portion of the necessary funds from the Santa Monica High School allocation of the District's ES bond measure that was approved by voters in November 2012. Costs to do all three projects would exceed available funds by up to \$70 million. After discussions with the district's financial advisor, Keygent, staff was able to develop at least two feasible financing options to cover the shortfall until another general obligation bond was passed. These options include Certificates of Participation using Redevelopment Agency Pass Through funds for repayment.
- City staff has determined that a general obligation (GO) bond requiring approval by two-thirds of local voters would be needed to fully fund the project. It is understood that the City would most likely go out for the GO bond in 2018.



The City Council directed its staff to continue to explore both an option of building a temporary field and partnering with the District to build the permanent field and underground parking. There are risks involved with each option. If the City were to move ahead with a temporary field, the City would lose approximately 600 spaces of parking and the associated revenue in the Civic Center. While some of this parking loss might be able to be absorbed within the Downtown area, there would be an impact on parkers who use this lot including employees, jurors and other visitors to the County Courthouse, Samohi's staff, parents and students, City employees and visitors and downtown parkers. The City has received correspondence from the Superior Court of LA County expressing concerns about the possible loss of parking and the impacts that it would have on courthouse business. Additionally, as noted by Coastal Commission staff, a lack of parking would likely adversely affect any future negotiations with third parties for the repurposing and operation of the Civic Auditorium. If the City were to move ahead with the School District partnership, it would likely complete the design of the permanent field before knowing the results of a GO bond vote in November 2018. If the bond measure were to fail, the funds necessary to design the field will have been lost. Both options would increase field maintenance and operational costs for the City at a time when the City's five year financial forecast is showing a growing structural deficit. While both options present risks, the permanent field with parking below would be optimal for meeting the needs of the current uses in the area as well as the future use of the Civic Auditorium while providing a permanent solution for the multi-purpose field for use by SAMOHI teams and the general public as contemplated by the Civic Center Specific Plan.

At the last Board of Education Meeting on February 16, 2017, Steve Massetti, Bond Program Manager, communicated that there are financial options to do all three projects simultaneously. The Board of Education approved the selection of Harley Ellis Deveraux Architects to move forward with the design of Phases 1 & 2 of the SCP.

City and District staff have continued to meet regularly to establish a recommended terms sheet for a partnership including matters such as financial contributions, management of design and construction, usage needs, and maintenance and operations responsibilities. Members of the Board of Education Facilities Sub-Committee and the senior leadership of the City Council met to discuss the project and the terms.

On February 28, 2017, City staff presented an update on the project to the City Council. In that meeting, they laid out the next steps toward developing both the temporary field and the permanent field/parking projects in parallel.

- The City will hire an architectural firm to begin the feasibility study on the temporary field. As part of this study, the firm will investigate the feasibility and siting of the field with the parking underneath, taking into consideration the ingress and egress of the vehicles to the parking.
- The City, in collaboration with the School District, will conduct an economic analysis of the project, considering such items as land value, construction, shared use, and maintenance, in order to establish a quantitative baseline for the permanent field cost sharing arrangement.
- City and District staff with legal support will continue to develop the terms and language of an agreement, incorporating the outcomes of the economic analysis and the feasibility study. The intent would be to return in the Board and Council in early summer 2017 to receive approval to finalize the agreement.

District staff is seeking direction to continue working towards an agreement to partner with the City to construct the multi-purpose field and parking at the Civic Center. The City Council and the Board of Education will approve the final agreement prior to taking the next steps of design, environmental review and permitting.

TO: BOARD OF EDUCATION

DISCUSSION

03/02/17

FROM: BEN DRATI / TERRY DELORIA / IRENE GONZALEZ-CASTILLO

RE: ADOPTION OF ELEMENTARY ENGLISH LANGUAGE ARTS/ENGLISH LANGUAGE DEVELOPMENT CORE INSTRUCTIONAL MATERIALS

DISCUSSION ITEM NO. D.03

This discussion item will allow the Board of Education to learn more about the process related to the recommendation to adopt Benchmark Advance ELA-ELD Program (K-5).

COMMENTS:

Beginning in February 2016, our elementary staff engaged in a yearlong English Language Arts (ELA)/English Language Development (ELD) program adoption process. In preparation for the adoption, Educational Services staff attended sessions to become well informed about the California Department of Education's (CDE) criteria for evaluating K-8 textbooks and instructional materials.

Publishers seeking California State Approval undergo a rigorous evaluation by a panel of educators from across California. In order to become State-adopted, programs must meet criteria in Five Critical Categories: 1) ELA –ELD Content/Alignment with Standards; 2) Program Organization; 3) Assessment; 4) Universal Access; 5) Instructional Planning and Teacher Support. Additionally the CDE panel of educational experts evaluate submitted materials using the CA Standards for Evaluating Instructional Materials for Social Content. There are ten standards used for the evaluation of materials. The following standards are of particular interest to our district: a) Male and Females Roles; b) Ethnic and Cultural Groups; c) Sexual Orientation and Gender Identity; d) Older Persons and the Aging Process; e) People with Disabilities; f) Entrepreneur and Labor; and g) Religion.

Based on the evaluation criteria described above, the CDE approved ELA-ELD programs and placed them within five categories: *Program 1* Basic ELA; *Program 2* Basic ELA/ELD; *Program 3* Basic Biliteracy; *Program 4* Intensive Intervention; and *Program 5* Specialized ELD. In consideration of the new ELA-ELD framework and our interest in meeting the language and literacy needs of our English Learners through core content and within their classrooms, we considered *Program Two* ELA-ELD instructional materials rather than considering separate ELA and ELD programs. Our district options included five *Program 2* ELA/ELD (K-5) publisher's materials.

An additional district priority in selecting from the list is that the program be available in Spanish to support our Dual-Immersion program. This narrowed our choices to three State-approved publisher's programs.

In March 2016, the three publishers provided an overview of their programs to our elementary ELA-ELD committee, comprised of teachers from every school site. Using an evaluation tool, our teachers further vetted the programs. For example, universal access strategies and materials for diverse student groups including English Learners, students with disabilities and advanced learners were identified and rated. Based on this further vetting, the selection was narrowed down to two ELA-ELD programs- *Benchmark Advance* and *McGraw Hill Wonders*.

In May, our literacy coaches recruited teachers across sites to pilot the two remaining programs. From August through December, 32 pilot teachers received program support from trainers and literacy coaches. Through the five-month pilot, we gained great insight into the strengths and challenges of each program.

In the final phase of the adoption process, the pilot teachers synthesized the strengths and challenges of each program and presented their findings to colleagues at their school sites. Once all teachers submitted their votes, one vote per site was submitted. As a result, it is recommended that the Board consider adopting Benchmark Advance ELA-ELD program for elementary.

In accordance with the Board of Education policy, the textbook(s) listed below will be on public display for the next two weeks in the Educational Services Department at 1630-17<sup>th</sup> Street, Santa Monica, CA 90404

**Benchmark Advance/Adelante, Grades K-5 Classroom Set, California Edition includes print materials with 8 years digital subscription:**

- Benchmark Advance Grades K-2 Phonics
- Benchmark Advance Grades K-5 Whole Group
- Benchmark Advance Grades K-5 Small Group
- Benchmark Advance Grades K-5 Assessment
- Benchmark Advance Grades K-5 English Language Development
- Benchmark Advance Grades K-5 Intervention
- Benchmark Advance Grades K-5 Student Practice




## ELA/ELD Elementary Adoption Process and Recommendation

SMMUSD Board of Education  
Discussion Item  
March 2, 2017



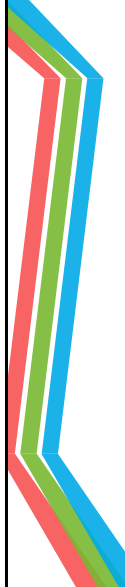
## Rationale and Background

- Standards-aligned ELA-ELD instructional materials
- CDE Evaluation Criteria
- CDE K-8 Approved List
- Local Priorities
- Selection Criteria and Process



**CDE Evaluation Criteria:**  
*Five Critical Categories*

1. ELA-ELD Content/Alignment with Standards
2. Program Organization
3. Assessment
4. Universal Access
5. Instructional Planning/Teacher Support



**CDE Evaluation Criteria:**  
*Standards for Evaluating Instructional Materials for Social Content*

Ten Standards including:

- Male and Females Roles
- Ethnic and Cultural Groups
- Sexual Orientation and Gender Identity
- Older Persons and the Aging Process
- People with Disabilities
- Entrepreneur and Labor
- Religion

Let's look at examples!



## Literacy Across Content Areas

“The curriculum shall include the contributions of men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic groups to the economic, political, social development of the history, life, and culture of the local community, California, the United States, and other nations.”

History-Social Sciences  
SMMUSD BP 6142.94 (5/2016)



## Additional Considerations: *District Priorities*


From Five State-Approved Programs  
to Three:

- ✓ Program 2 ELA-ELD
- ✓ Spanish Language Arts



**Pilot highlights:**  
**Yearlong Process**

- **Presentation to ELA-ELD Committee**
  - Evaluation Tool
  - Universal Access
- **Narrowed to Two Programs**






**Pilot highlights:**  
*Yearlong Process*

- **Five-Month Pilot**
- **Feedback and Reflection**
- **Site Vote**



Recommendation based on Site Votes

- Foundational Skills
- Vertical Alignment
- Multiple Reads on a Topic
- Write-in Text Sets
- ELD Scaffolds
- Assessment Preparation

  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

# Questions and Comments

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## **MAJOR ITEMS**

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/02/17

FROM: DEB DRATI / TERRY DELORIA / ELLEN EDEBURN

RE: ADOPT RESOLUTION NO. 16-19 – RECOGNIZING WOMEN’S HISTORY MONTH

RECOMMENDATION NO. A.26

It is recommended that the Board of Education adopt Resolution 16-19 – Recognizing Women’s History Month.

COMMENTS: In 1981, Sen. Orrin Hatch (R-Utah) and Rep. Barbara Mikulski (D-Md.) co-sponsored a joint Congressional resolution proclaiming a national Women’s History Week. In 1987, Congress expanded the celebration to a month, and March was declared Women’s History Month.

Attached is the resolution.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-19  
RECOGNIZING WOMEN'S HISTORY MONTH**

**WHEREAS** American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation in countless recorded and unrecorded ways;

**WHEREAS** American women have played, and continue to play, a critical economic, cultural, and social role in every sphere of the life of the nation by constituting a significant portion of the labor force working inside and outside of the home;

**WHEREAS** American women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force of the nation;

**WHEREAS** American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation;

**WHEREAS** American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

**WHEREAS** American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all:

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Monica-Malibu Unified School District Board of Education does hereby adopt this Resolution to encourage: the celebration of Women's History Month; the instruction to our students on the achievements and contributions of women; fostering in our students a greater understanding of the roles women have played throughout the history of our nation; and helping all students understand their responsibilities in protecting and preserving gender equality.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of March 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Laurie Lieberman  
Board President

\_\_\_\_\_  
Dr. Ben Drati  
Superintendent

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/02/17

FROM: BEN DRATI / TERRY DELORIA / ELLEN EDEBURN

RE: ADOPT RESOLUTION NO. 16-20 – NATIONAL MIDDLE LEVEL EDUCATION MONTH

RECOMMENDATION NO. A.27

It is recommended that the Board of Education adopt Resolution No. 16-20 in recognition of March as National Middle Level Education Month.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-20  
NATIONAL MIDDLE LEVEL EDUCATION MONTH**

**WHEREAS**, middle level education has a special and unique function in the nation's educational system; and

**WHEREAS**, young adolescents are undergoing dramatic physical, social, emotional, and intellectual growth, and are especially vulnerable; and

**WHEREAS**, the habits and values established during early adolescence have critical, life-long influence; and

**WHEREAS**, this influence impacts directly on the future health and welfare of our nation; and

**WHEREAS**, an adequate public understanding of the distinctive mission of the middle level school is necessary for that mission to succeed.

**NOW, THEREFORE BE IT RESOLVED** that the month of March 2017 be declared *National Middle Level Education Month*, and that the public be afforded opportunities to attend middle level school events and participate in programs that focus on the nature of young adolescents and celebrate the ways in which our nation's schools respond to their needs and to the needs of the nation.

**SIGNED AND ADOPTED** by the Santa Monica-Malibu Unified School District Board of Education this 2<sup>nd</sup> day of March 2017.

Ayes:  
Noes:  
Abstain:  
Absent:

\_\_\_\_\_  
Laurie Lieberman, President

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/02/17

FROM: BEN DRATI / TERRY DELORIA / IRENE GONZALEZ-CASTILLO

RE: ADOPT RESOLUTION NO. 16-21 – RECOGNIZING CÉSAR CHÁVEZ DAY

RECOMMENDATION NO. A.28

It is recommended that the Board of Education adopt Resolution No. 16-21 – Recognizing César Chávez Day.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-21**

**WHEREAS** César Estrada Chávez was born March 31, 1927, on a small farm near Yuma, Arizona, and was raised by migrant farm workers; and

**WHEREAS** Chávez left school after eighth grade to labor in the fields and vineyards to help support his family; and

**WHEREAS** After experiencing years of discrimination and unfair working conditions, Chávez joined the Community Service Organization in 1952, a prominent Latino civil rights group that organized Chicanos to vote, and battled racial and economic discrimination; and

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

**WHEREAS** Chávez traveled to many California migrant farm communities organizing a strong nucleus of dedicated farm worker members; and

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

**WHEREAS** César Chávez preached nonviolence to the strikers even as they were physically abused by many of those opposed to the grape boycott. In 1968, he began a Ghandi-like fast to call attention to the migrant workers' cause. His fast increased public awareness of the conditions under which farmworkers labored. In 1973, the UFW organized a strike for higher wages and better working conditions from lettuce growers, and, after many battles, an agreement was finally reached in 1977 that gave the UFW the sole right to organize farmworkers; and

**WHEREAS** Chávez and the organization he founded, the UFW, achieved the following:

- The first collective bargaining agreement between farm workers and growers in the continental United States; and
- The first union contracts requiring rest periods, clean drinking water, hand washing facilities, and protective clothing against pesticide exposure; and
- The first ban on pesticide spraying while workers were in the fields; and
- The first ban on DDT and other dangerous pesticides; and
- The first and only performing pension plan for retired farm workers; and
- The first union contracts regulating safety and sanitary conditions in farm labor camps and banning discrimination in employment and sexual harassment of female workers; and
- Abolished use of the infamous "short-handed hoe" that crippled generations of farm workers; and
- Extended to farm workers state coverage under unemployment, disability, and workers' compensation;

**WHEREAS** In the year 2000, the California Legislature enacted Senate Bill 984 (Chapter 213 of the Statutes of 2000) to create an annual state holiday on César Chávez's birthday. This holiday provides all Californians the opportunity to learn from and celebrate the legacy of this



great man; and

**WHEREAS** Chávez influenced and inspired millions of Americans of all nationalities to seek social justice and civil rights for the poor and disenfranchised in our society; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Monica-Malibu Unified School District Board of Education does hereby adopt this Resolution to honor a man, who devoted his life to improving the working conditions, safety, and dignity of so many, by recognizing March 31, 2017, as the anniversary of the birth of César Chávez. The Board calls upon all schools and justice-minded people of the community, to honor the legacy of César Chávez as a symbol of hope and justice to all persons.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of March 2017 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Laurie Lieberman  
Board President

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Dr. Ben Drati  
Superintendent

TO: BOARD OF EDUCATION  
FROM: BEN DRATI / JANECE L. MAEZ / PAT HO  
RE: APPROVAL OF 2016-17 SECOND INTERIM REPORT

ACTION/MAJOR  
03/02/17

RECOMMENDATION NO. A.29

It is recommended that the Board of Education approve the 2016-17 Second Interim Report and the corresponding budget adjustments.

COMMENTS: Education Code (*EC*) Sections §35035 (g), §42130, and §42131 require the governing board of each local educational agency (*LEA*) to certify at least twice a year as to the LEA's ability to meet its financial obligations for the remainder for that fiscal year and for the subsequent two fiscal years.

The 2016-17 First Interim Budget was adopted by the Board of Education on December 15, 2016 and was approved by the Los Angeles County Office of Education (*LACOE*).

This 2nd Interim Report reflects changing conditions that have necessitated adjusting the District budget. All of the expenditure and revenue changes previously approved by the Board at the meeting of February 16, 2017 are identified in the First Interim Report and is included as a part of this document.

The Second Interim Report was developed based on the following Revenue and Expenditure Assumptions.

**REVENUE ASSUMPTIONS**

No statutory Cost of Living Adjustment (COLA) is applied to the 2016-17 LCFF funding. The gap funding closure is 54.18%. The projected District LCFF revenues calculation as follows:

| <b>2016-17 LCFF CALCULATION</b>                      |            |            |             |             |                                      |
|------------------------------------------------------|------------|------------|-------------|-------------|--------------------------------------|
| <b>BASE GRANT</b>                                    |            |            |             |             |                                      |
|                                                      | TK-3       | 4-6        | 7-8         | 9-12        | <b>TOTAL</b>                         |
|                                                      | 3106.14    | 2440.2     | 1672.43     | 3486.01     | 10,705                               |
| 2015-16 BASE                                         | 7,083      | 7,189      | 7,403       | 8,575       |                                      |
| COLA 0%                                              | 7,083      | 7,189      | 7,403       | 8,578       |                                      |
|                                                      | 22,000,790 | 17,542,598 | 12,380,999  | 29,902,994  | <b>81,827,380</b>                    |
| <b>AUGUMENTATION GRANTS:</b>                         |            |            |             |             |                                      |
| CSR AUGUMENTATION: BASE GRANT X10.4%                 |            |            |             |             | 2,288,082                            |
| CTE AUGUMENTATION 9-12 BASE GRANT X2.6%              |            |            |             |             | 777,478                              |
| <b>SUPPLEMENTAL AND CONCENTRATION GRANTS:</b>        |            |            |             |             |                                      |
| TOTAL ENROLLMENT                                     |            |            |             |             | 11,186                               |
| TOTAL UNDUPLICATED PUPIL COUNT                       |            |            |             |             | 3,247                                |
|                                                      |            |            |             |             | 29.03%                               |
| SUPPLEMENT ADD-ON 20% OF BASE GRANT * %              |            |            |             |             | 4,928,288                            |
| <b>TRANSPORTATION AND TIIG GRANT</b>                 |            |            |             |             | 1,250,030                            |
| <b>TOTAL LCFF ENTITLEMENT /TARGET FUNDING</b>        |            |            |             |             | <b>91,071,259</b>                    |
| <b>HOLD HARMLESS CALCULATION</b>                     |            |            |             |             |                                      |
| 12-13 TOTAL CATEGORICAL FUNDING                      |            |            |             |             | 8,585,843                            |
| 12-13 HOLD HARMLESS REVENUE LIMIT PER ADA            |            |            |             |             | 5,377.99                             |
| 13-14 GAP FUNDING PER ADA                            |            |            |             |             | 262.43                               |
| 14-15 GAP FUNDING PER ADA                            |            |            |             |             | 602.63                               |
| 15-16 GAP FUNDING                                    |            |            |             |             | 777.99                               |
| TOTAL PRIOR YEAR PER ADA RATE                        |            |            |             |             | 7,021.04                             |
| <b>15-16 FUNDED ADA</b>                              |            |            |             |             | 10,705                               |
| <b>15-16 HOLD HARMLESS REVENUE LIMIT FUNDING</b>     |            |            |             |             | 75,158,691                           |
| <b>16-17 TOTAL HOLD HARMLESS FUNDING</b>             |            |            |             |             | <b>83,744,534</b>                    |
| <b>2016-17 FUNDING</b>                               |            |            | <b>RES.</b> | <b>OBJ.</b> |                                      |
| <b>DIFFERENCE BTW LCFF AND HOLD HARMLESS FUNDING</b> |            |            |             |             | <b>7,326,725</b>                     |
| <b>GAP FUNDING</b>                                   |            |            |             |             | <b>3,969,617</b>                     |
|                                                      |            |            |             |             | 54.1800%                             |
| <b>2016-17 TOTAL FUNDING</b>                         |            |            |             |             | <b>87,714,151</b>                    |
| <b>LOCAL REVENUE/PROPERTY TAXES</b>                  |            |            |             |             | <b>75,937,733</b>                    |
| <b>EDUCATION PROTECTION ACT /EPA</b>                 |            |            |             |             | <b>2,159,176</b>                     |
| <b>STATE AID</b>                                     |            |            |             |             | <b>9,617,242</b>                     |
|                                                      |            |            |             |             | <i>(TOTAL FUNDING - TAXES - EPA)</i> |

Enrollment for 2016-17 is expected to be 11,003.

The Lottery allocation will be \$189 per annual ADA, of which \$144 is for Unrestricted General Fund expenditures and the remaining \$45 is Proposition 20 – Mandated for Instructional Materials.

No COLA for Special Education Funding, the projected Special Education AB 602 revenue is \$5,519,068 and \$2,330,523 for Federal IDEA programs.

Mandated Block Grant revenue is \$402,466.

One-time Discretionary Fund \$214/ADA equal to \$2,290,870.

The Measure “R” parcel tax of \$385.81 per parcel is estimated to generate \$11,651,225 after processing the senior exemptions.

Santa Monica-Malibu Education Foundation contribution is \$2M.

The estimated revenue from Prop Y is \$8,000,000 from the City of Santa Monica.

The District will receive \$8,800,000 from the Joint Use Agreement with the City of Santa Monica.

The District will receive \$200,000 from the Joint Use Agreement funding with the City of Malibu.

The combined lease revenue is \$2.4M, which is from DoubleTree Hotel, Madison Site, 9<sup>th</sup> & Colorado and 16<sup>th</sup> Street properties.

The projected revenue of Federal programs:

|               |             |
|---------------|-------------|
| Title I:      | \$1,347,996 |
| Title II:     | \$ 476,212  |
| Title III:    | \$ 222,558  |
| Carl Perkins: | \$ 59,557   |
| Medical:      | \$ 500,000  |

The projected revenue of other State programs:

|                                             |              |
|---------------------------------------------|--------------|
| Career Technical Education Incentive Grant: | \$ 433,333   |
| College Readiness Block Grant:              | \$ 157,831   |
| STRS On-Behalf Pension Contribution:        | \$ 4,964,377 |

The Projected Federal Head Start revenue is \$1,508,216. State Preschool program revenue is \$3,138,925 and estimated parent fees are \$2,999,230.

The projected Adult Ed. Block Grant is \$690,135 and the projected revenue of Federal Adult Education & Family Literacy programs is \$46,280.

The projected revenue for Federal Nutrition program is \$1,200,000 and \$1,678,189 from food sale.

## **EXPENDITURE ASSUMPTIONS**

### **Staffing Ratio:**

|                             |    |
|-----------------------------|----|
| TK-Grade 3                  | 24 |
| Grade 4-5                   | 30 |
| Grade 4-5 (Title I schools) | 27 |
| Grade 6-8                   | 34 |
| Grade 6-8 (JAMS)            | 33 |
| Grade 9-12                  | 35 |

### **Full-Time Equivalent (FTE) Changes:**

#### **Classified:**

1.00 FTE Para-educator 1, 2 & 3 positions / Special Education  
2.50 FTE various positions funded by Stretch Grant

#### **Salary:**

1.5% step and column increase for certificated employees  
1.5% step and column increase for classified employees

2% Salary Increase for CTA Members

The Salary Study performed by the Personnel Commission for Classified employees will be implemented at a cost of approximately 1% for 2016-17, increasing another 1% in 2017-18.

**Benefits:**

**Statutory Benefits:**

- 12.58% STRS employer contribution rate (1.85% increase)
- 6.20% OASDI contribution rate
- 1.45% Medicare contribution rate
- 0.05% SUI contribution
- 3.80% Workers' Compensation contribution
- 13.888% PERS Employer contribution rate (2.041% increase)
- 1.25% Other Postemployment Benefit

**Health & Welfare:**

The premium for District-paid employee health benefits is budgeted for a 10% increase in 2017 calendar year.

**OTHER PROGRAMS**

***Educational Protection Act (EPA)***

After passage of Proposition 30, the Schools and Local Public Safety Protection Act of 2012, the District received funds through a new Education Protection Account to help stabilize school budgets and restore educational opportunities that were decimated by revenue shortfalls brought by the Great Recessions. The District will receive \$2,159,176 in 2016-17 and will use all funds to support Unrestricted General Fund expenses. EPA funds are one of the three components that make up the LCFF funds in the district.

***Elementary Literacy Coach Program***

**Literacy Coach Allocation**

|              | GENERAL FUND<br>(00000) | LCAP (00030) |
|--------------|-------------------------|--------------|
| EDISON       |                         | 1.00         |
| FRANKLIN     | 1.50                    |              |
| GRANT        | 1.40                    |              |
| MCKINLEY     |                         | 1.00         |
| JOHN MUIR    |                         | 1.00         |
| ROGERS       | 1.00                    |              |
| ROOSEVELT    | 1.50                    |              |
| WEBSTER      | 1.00                    |              |
| CABRILLO     |                         | 1.00         |
| PT DUME      | 1.00                    |              |
| SMASH        | 0.60                    |              |
| <b>TOTAL</b> | <b>8.00</b>             | <b>4.00</b>  |

***LCAP Supplemental***

\$4,308,529 is budgeted to support the LCAP plan that was approved by the Board.

### ***Textbooks***

\$800,000 funded by Unrestricted General Fund.  
\$500,000 funded by Restricted Lottery

### ***Formula Budget (School Site Allocations)***

Total formula budget is \$1,027,163.

K-5 \$ 77.75 per pupil  
6-8 \$ 80.66 per pupil  
9-12 \$ 59.48 per pupil

### ***Summer School***

Total summer school budget is \$885,484.

### ***Custodial Supplies***

The purchase of custodial supplies was centralized beginning 2015-16, an allocation of \$300,000 has been budgeted in 2016-17.

### ***Equipment Purchase and Replacement***

\$1,668,663 budget for School Buses, Copiers, Trucks and other Equipment replacement.

### ***Transportation***

\$1,331,939 for Regular Ed Transportation  
\$1,379,137 for Special Ed Transportation

### ***Ongoing Maintenance Program***

\$4,399,804 is budgeted for Ongoing Maintenance Program that represents 3% of total General Fund budget.

### **TRANSFERS**

\$850,000 transfer to Deferred Maintenance Fund (Fund 14)  
\$130,000 transfer to Cafeteria Fund (Fund 13)  
\$159,240 transfer to Seaside Preschool Grant (from Unrestricted General Fund)  
\$196,027 transfer to Seaside Preschool Edison (from Title I to Fund 12)  
\$230,452 transfer to CDS Infant Toddler Program (from Unrestricted General Fund to Fund 12)  
\$ 52,084 transfer to CDS State CSPP Program (from Unrestricted General Fund to Fund 12)

The Indirect Rate is 5.66% in 2016-17.

### **RESERVE**

The District Budget reflects a 3% reserve of the total General Fund Budget for 2016-17, 2017-18, and 2018-19 for Economic Uncertainties.

**The following documents include:**

- Summary General Fund Budget
- 2016-17 Major Categorical Program
- Local General Fund Contribution
- Multi-year Financial Projections (MYFP) through 2018-19
- Summary of Major Fund
- Second Interim Budget Report ([online link](#))

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

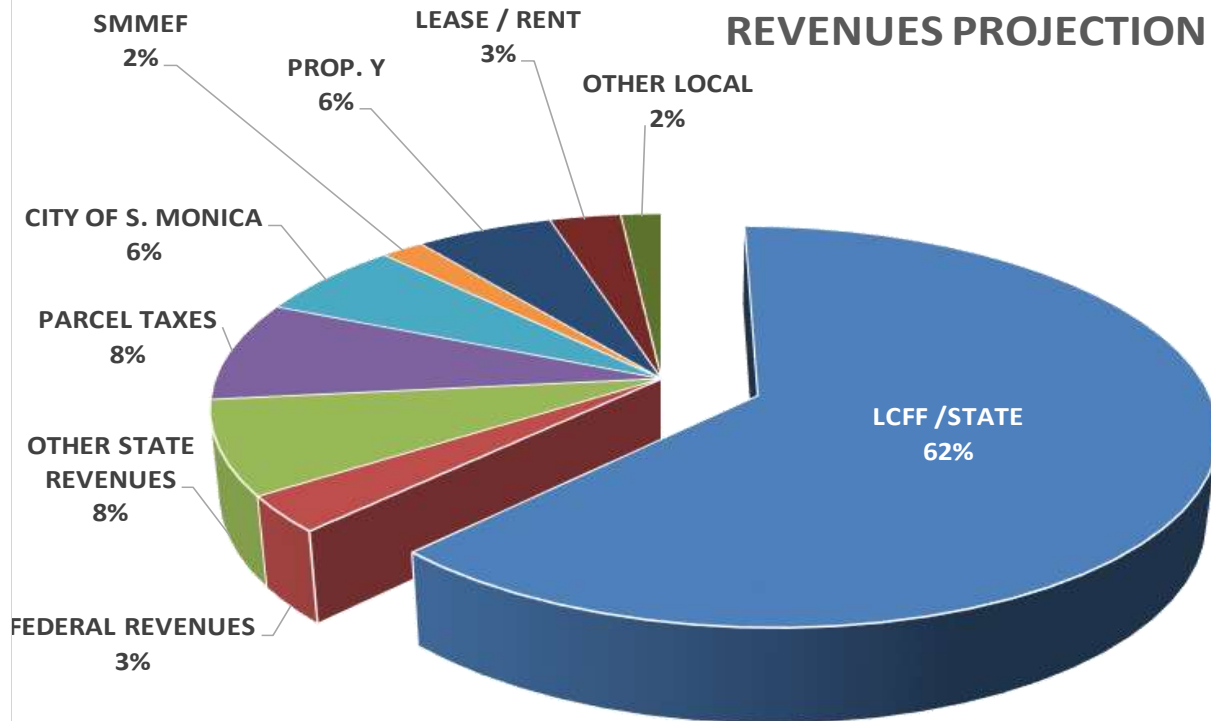
AYES:

NOES:

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM BUDGET  
GENERAL FUND (UNRESTRICTED & RESTRICTED)**

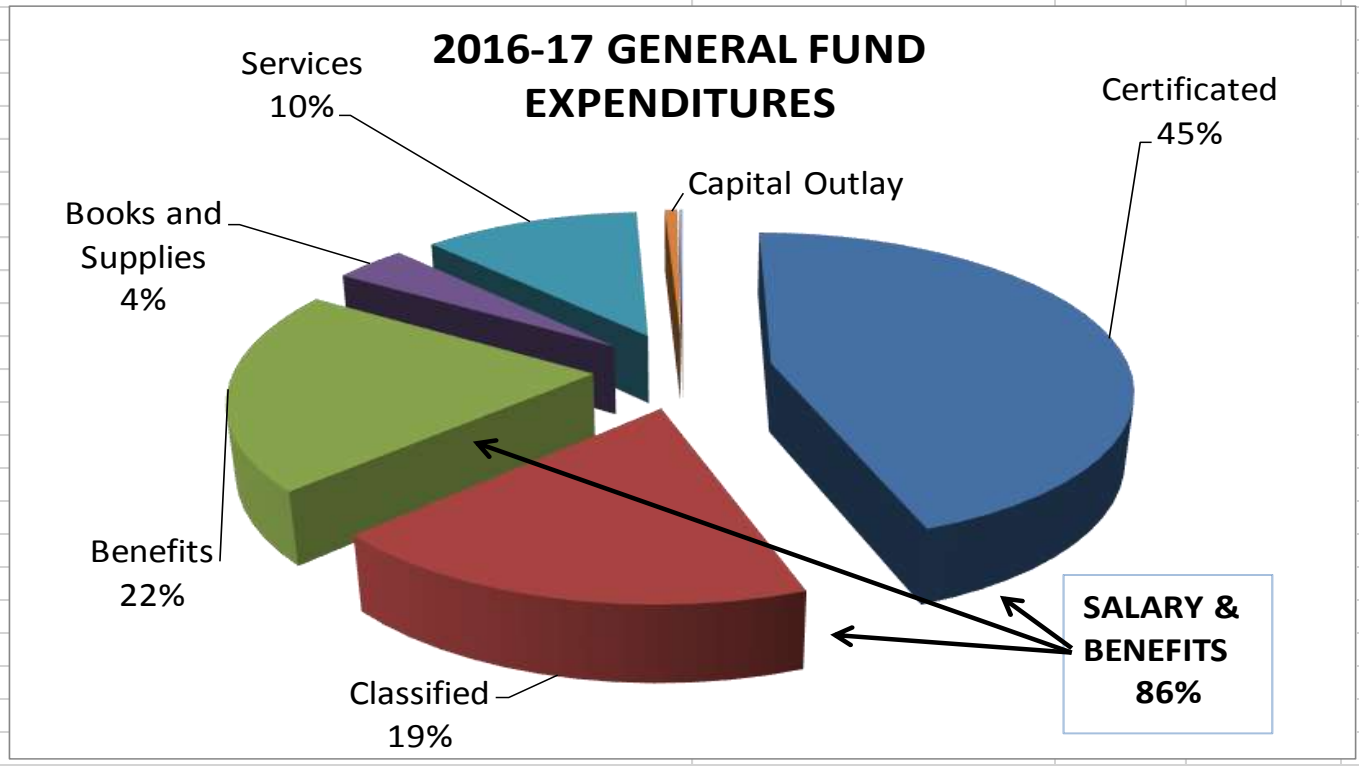
| <b>REVENUES</b>                    |                       |
|------------------------------------|-----------------------|
| <b>PROJECTED BEGINNING BALANCE</b> | <b>\$ 37,807,421</b>  |
| LCFF /STATE                        | \$ 87,236,731         |
| FEDERAL REVENUES                   | \$ 4,986,815          |
| OTHER STATE REVENUES               | \$ 15,875,085         |
| PARCEL TAXES                       | \$ 11,651,225         |
| CITY OF SANTA MONICA/JOINT USE     | \$ 8,812,824          |
| PROP. Y & PROP. GSH                | \$ 8,600,000          |
| SMMEF                              | \$ 2,030,276          |
| LEASE / RENT                       | \$ 4,258,545          |
| OTHER LOCAL                        | \$ 3,362,983          |
| <b>TOTAL REVENUES</b>              | <b>\$ 146,814,484</b> |
| <b>TOTAL AVAILABLE FUNDS</b>       | <b>\$ 184,621,905</b> |

**2016-17 GENERAL FUND  
REVENUES PROJECTION**





| <b>GENERAL FUND (UNRESTRICTED &amp; RESTRICTED)</b> |                       |
|-----------------------------------------------------|-----------------------|
| <b>PROJECTED EXPENDITURES:</b>                      |                       |
| CERTIFICATED SALARIES                               | \$ 66,528,933         |
| CLASSIFIED SALARIES                                 | \$ 29,342,141         |
| EMPLOYEE BENEFITS                                   | \$ 39,890,527         |
| BOOKS AND SUPPLIES                                  | \$ 6,734,360          |
| SERVICES & OTHER OPERATING COSTS                    | \$ 16,570,478         |
| CAPITAL OUTLAY                                      | \$ 1,668,663          |
| OTHER OUTGO                                         | \$ 701,052            |
| <b>TOTAL EXPENDITURES:</b>                          | <b>\$ 161,436,154</b> |
| <b>PROJECTED FUND BALANCE:</b>                      | <b>\$ 23,185,751</b>  |



| <b>SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT</b> |                                           |                                           |                |
|----------------------------------------------------|-------------------------------------------|-------------------------------------------|----------------|
| <b>2016-17 MAJOR CATEGORICAL PROGRAMS</b>          |                                           |                                           |                |
|                                                    | <b>2016-17<br/>1ST INTERIM<br/>BUDGET</b> | <b>2016-17<br/>2ND INTERIM<br/>BUDGET</b> | <b>CHANGES</b> |
| <b>FEDERAL PROGRAMS</b>                            |                                           |                                           |                |
| TITLE I :BASIC                                     | 1,330,950                                 | 1,347,996                                 | 17,046         |
|                                                    |                                           |                                           | -              |
| TITLE II :TEACHER QUALITY                          | 478,072                                   | 476,212                                   | (1,860)        |
| TITLE III : IMMIGRANT EDUCATION (IMM)              | 50,653                                    | 59,774                                    | 9,121          |
| TITLE III : LIMITED ENGLISH PROFICIENT (LEP)       | 160,766                                   | 162,784                                   | 2,018          |
| VOC: CARL PERKINS                                  | 59,557                                    | 59,557                                    | -              |
| MEDICAL REIMBURSEMENT                              | 500,000                                   | 500,000                                   | -              |
| SP ED: IDEA ENTITLEMENT                            | 2,271,424                                 | 2,271,424                                 | -              |
| SP ED: IDEA "C' EARLY INTERVENTION                 | 59,099                                    | 59,099                                    | -              |
| <b>TOTAL FEDERAL REVENUES:</b>                     | <b>4,910,521</b>                          | <b>4,936,846</b>                          | <b>26,325</b>  |
| <b>STATE PROGRAMS</b>                              |                                           |                                           |                |
| SP ED : AB602                                      | 5,519,068                                 | 5,519,068                                 | -              |
| SP ED : INFANT DISCRETIONAL FUNDS                  | 1,000                                     | 1,000                                     | -              |
| SP ED : PROJECT WORKABILITY                        | 66,540                                    | 66,540                                    | -              |
| LOTTERY - INSTRUCTIONAL MATERIALS                  | 434,600                                   | 434,600                                   | -              |
| CAREER TECHNICAL EDUCATION INC. (CTEIG)            | 433,333                                   | 433,333                                   | -              |
| COLLEGE READINESS BLOCK GRANT                      | 157,831                                   | 157,831                                   | -              |
| STRS ON-BEHALF PENSION CONTRIBUTION                | 4,964,377                                 | 4,964,377                                 | -              |
| <b>TOTAL STATE REVENUES:</b>                       | <b>11,576,749</b>                         | <b>11,576,749</b>                         | <b>-</b>       |
| <b>SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT</b> |                                           |                                           |                |
| <b>LOCAL GENERAL FUND CONTRIBUTION (LGFC)</b>      |                                           |                                           |                |
|                                                    | <b>2016-17<br/>1ST INTERIM<br/>BUDGET</b> | <b>2016-17<br/>2ND INTERIM<br/>BUDGET</b> | <b>CHANGE</b>  |
| SPECIAL EDUCATION                                  | 21,514,893                                | 21,795,328                                | 280,435        |
| ONGOING MAINTENANCE PROGRAM                        | 4,399,804                                 | 4,399,804                                 | -              |
| <b>TOTAL CONTRIBUTION:</b>                         | <b>25,914,697</b>                         | <b>26,195,132</b>                         | <b>280,435</b> |

| <b>SANTA MONICA-MALIBU USD</b>                                                                                                                |                     |                     |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| <b>MULTI-YEAR PROJECTION</b>                                                                                                                  |                     |                     |                     |
| <b>UNRESTRICTED GENERAL FUND - ASSUMPTIONS</b>                                                                                                |                     |                     |                     |
| <b>Factor</b>                                                                                                                                 | <b>2016-17</b>      | <b>2017-18</b>      | <b>2018-19</b>      |
| Statutory COLA                                                                                                                                | 0.00%               | 1.48%               | 2.40%               |
| <b>LCFF FUNDING BASE</b>                                                                                                                      |                     |                     |                     |
| K-3 + 10.4% CSR                                                                                                                               | \$ 7,820            | \$ 7,936            | \$ 8,127            |
| 4-6                                                                                                                                           | \$ 7,189            | \$ 7,295            | \$ 7,470            |
| 7-8                                                                                                                                           | \$ 7,403            | \$ 7,513            | \$ 7,693            |
| 9-12 + 2.6% CTE                                                                                                                               | \$ 8,801            | \$ 8,931            | \$ 9,146            |
| <b>AVERAGE LCFF FUNDING PER ADA</b>                                                                                                           | <b>\$ 8,205</b>     | <b>\$ 8,306</b>     | <b>\$ 8,584</b>     |
| <b>% of Local Prperty Taxes Increase</b>                                                                                                      | <b>5%</b>           | <b>5%</b>           | <b>5%</b>           |
| <b>% OF GAP FUNDING /DOF</b>                                                                                                                  | <b>54.18%</b>       | <b>23.67%</b>       | <b>53.85%</b>       |
| <b>MINIMUM STATE AID*</b>                                                                                                                     | <b>\$ 8,585,843</b> | <b>\$ 8,585,843</b> | <b>\$ 8,585,843</b> |
| Enrollment Projection                                                                                                                         | 11,003              | 11,003              | 11,003              |
| P2 ADA Projection                                                                                                                             | 10,492              | 10,492              | 10,492              |
| FUNDING ADA                                                                                                                                   | 10,705              | 10,492              | 10,492              |
| Federal Revenues                                                                                                                              | 0%                  | 0%                  | 0%                  |
| City of Santa Monica                                                                                                                          | \$ 8,812,824        | \$ 9,000,000        | \$ 9,200,000        |
| Measure "R"                                                                                                                                   | \$ 11,651,225       | \$ 11,884,250       | \$ 12,121,934       |
| City of SM /Prop. Y                                                                                                                           | \$ 8,000,000        | \$ 8,200,000        | \$ 8,400,000        |
| City of SM /Meas. GSH                                                                                                                         | \$ 600,000          | \$ 8,200,000        | \$ 8,400,000        |
| SMMEF                                                                                                                                         | \$ 2,030,276        | \$ 2,000,000        | \$ 2,000,000        |
| Salary Increase                                                                                                                               | 2%                  | 0%                  | 0%                  |
| Step & Column Incr.                                                                                                                           | 1.50%               | 1.50%               | 1.50%               |
| <b>STRS Rate</b>                                                                                                                              | <b>12.58%</b>       | <b>14.43%</b>       | <b>16.28%</b>       |
| <b>PERS Rate</b>                                                                                                                              | <b>13.888%</b>      | <b>15.80%</b>       | <b>18.70%</b>       |
| Health/Welfare - Annualized                                                                                                                   | 7%                  | 7%                  | 7%                  |
| Workers' Compensation                                                                                                                         | 3.80%               | 3.80%               | 3.80%               |
| Other Postemployment Benefits                                                                                                                 | 1.25%               | 1.25%               | 1.25%               |
| Indirect Cost Rate                                                                                                                            | 5.66%               | 5.66%               | 5.66%               |
| Interest Rate                                                                                                                                 | 0.70%               | 0.70%               | 0.70%               |
| Ongoing Maintenance                                                                                                                           | 3%                  | 3%                  | 3%                  |
| Reserve for Uncertainties                                                                                                                     | 3%                  | 3%                  | 3%                  |
| <b>* If District's State Aid (LCFF funding - Property Tax) is lower than \$8,585,843, the District will get \$8,585,843 Mimimum State Aid</b> |                     |                     |                     |

| <b>SANTA MONICA-MALIBU USD</b>                          |                              |                         |                         |
|---------------------------------------------------------|------------------------------|-------------------------|-------------------------|
| <b>MULTI-YEAR PROJECTION /UNRESTRICTED GENERAL FUND</b> |                              |                         |                         |
|                                                         | <b>2016-17</b>               | <b>2017-18</b>          | <b>2018-19</b>          |
| <b>Description</b>                                      | <b>SECOND INTERIM BUDGET</b> | <b>PROJECTED BUDGET</b> | <b>PROJECTED BUDGET</b> |
| <b>Revenue:</b>                                         |                              |                         |                         |
| Property Tax                                            | 75,937,733                   | 79,926,794              | 83,825,666              |
| Education Protection Account (EPA)                      | 2,159,176                    | 2,151,600               | 2,000,000               |
| LCFF Transfer to Fund Fund 14                           | (250,000)                    | (250,000)               | (250,000)               |
| LCFF Transfer to Charter School & County                | (110,500)                    | (112,000)               | (112,000)               |
| Pr. Year LCFF Adjustment                                | (116,920)                    |                         |                         |
| LCFF State Aid                                          | 9,617,242                    | 5,072,797               | 4,232,937               |
| Minimum State Aid                                       |                              | 3,513,046               | 4,352,906               |
| <b>Subtotal LCFF Funding</b>                            | <b>87,236,731</b>            | <b>90,302,237</b>       | <b>94,049,509</b>       |
| Other Federal                                           | 49,969                       | 13,000                  | 13,000                  |
| Lottery                                                 | 1,600,000                    | 1,600,000               | 1,600,000               |
| Mandated Reimbursement Block Grant                      | 2,693,336                    | 898,616                 | 395,000                 |
| Other State Revenue                                     | 5,000                        | 5,000                   | 5,000                   |
| Meas. "R"                                               | 11,651,225                   | 11,884,250              | 12,121,934              |
| Meas. YY / City of SM                                   | 8,000,000                    | 8,200,000               | 8,400,000               |
| Meas. GHS / City of SM                                  | 600,000                      | 8,200,000               | 8,400,000               |
| Joint Use Agreement/ City of SM                         | 8,812,824                    | 9,000,000               | 9,200,000               |
| All Other Local Income                                  | 3,639,133                    | 3,530,000               | 3,540,000               |
| SMMEF Donation                                          | 2,030,276                    | 2,000,000               | 2,000,000               |
| Local General Fund Contribution                         | (26,195,132)                 | (26,719,035)            | (27,253,415)            |
| <b>TOTAL REVENUE</b>                                    | <b>100,123,362</b>           | <b>108,914,068</b>      | <b>112,471,028</b>      |
| <b>Expenditure:</b>                                     |                              |                         |                         |
| Certificated Salary                                     | 53,465,147                   | 54,267,124              | 55,081,131              |
| Classified                                              | 18,485,711                   | 18,762,997              | 19,044,442              |
| Benefits                                                | 26,046,301                   | 28,344,070              | 30,932,121              |
| <i>STRS</i>                                             | 6,623,361                    | 7,830,746               | 8,967,208               |
| <i>PERS</i>                                             | 2,390,764                    | 2,668,098               | 3,205,180               |
| <i>SOCIAL SECURITY &amp; MEDICARE</i>                   | 2,235,529                    | 2,222,243               | 2,255,576               |
| <i>HEALTH AND WELFARE</i>                               | 11,018,766                   | 11,790,080              | 12,615,385              |
| <i>SUI</i>                                              | 40,068                       | 41,515                  | 42,063                  |
| <i>WORKERS COMP</i>                                     | 2,733,018                    | 2,775,145               | 2,816,772               |
| <i>OPEB</i>                                             | 898,459                      | 912,877                 | 926,570                 |
| <i>CASH IN -LIEU</i>                                    | 106,336                      | 103,368                 | 103,368                 |
| Supplies/Books                                          | 2,786,436                    | 2,800,000               | 2,800,000               |
| Other Operational Costs                                 | 9,865,215                    | 9,000,000               | 9,000,000               |
| Capital Outlay                                          | 1,312,514                    | 150,000                 | 150,000                 |
| Debt Services                                           | 53,389                       | 53,396                  |                         |
| Indirect                                                | (1,068,504)                  | (1,000,000)             | (1,000,000)             |
| Interfund Transfer Out to FUND 12                       | 441,776                      | -                       | -                       |
| Interfund Transfer Out to FUND 13                       | 130,000                      | 130,000                 | 130,000                 |
| Interfund Transfer Out to FUND 14                       | 600,000                      |                         |                         |
| LCAP increase above prior year                          |                              | 148,697                 | 260,740                 |
| <b>NEW GSH EXPENDITURES</b>                             |                              | <b>2,000,000</b>        | <b>3,000,000</b>        |
| <b>REDUCTION PLAN 2017-18 &amp; 2018-19</b>             |                              | <b>(2,000,000)</b>      | <b>(3,000,000)</b>      |
| <b>TOTAL EXPENDITURE</b>                                | <b>112,117,985</b>           | <b>112,656,284</b>      | <b>116,398,434</b>      |
| Increase (Decrease) Fund Balance                        | (11,994,623)                 | (3,742,216)             | (3,927,406)             |
| Beginning Fund Balance                                  | 32,609,848                   | 20,615,225              | 16,873,009              |
| Ending Fund Balance                                     | 20,615,225                   | 16,873,009              | 12,945,603              |
| Reserve - Revolving cash, Store                         | 130,000                      | 130,000                 | 130,000                 |
| Reserve - Deficiting Spending in 17-19                  | 7,669,621                    | 3,927,407               |                         |
| 3% Contingency Reserve                                  | 4,843,085                    | 4,768,113               | 4,929,429               |
| Unappropriated Balance                                  | 7,972,519                    | 8,047,489               | 7,886,174               |

| <b>SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT</b> |                                             |                                              |                |
|----------------------------------------------------|---------------------------------------------|----------------------------------------------|----------------|
| <b>SUMMARY BUDGET OF GENERAL FUND</b>              |                                             |                                              |                |
| <b>FUND 01: UNRESTRICTED GENERAL FUND</b>          |                                             |                                              |                |
|                                                    | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b> |
| <b>BEGINNING BALANCE</b>                           | 32,609,848                                  | 32,609,848                                   |                |
| <b>REVENUES</b>                                    |                                             |                                              | -              |
| LCFF SOURCES                                       | 87,249,221                                  | 87,236,731                                   | (12,490)       |
| FEDERAL REVENUE                                    | 13,000                                      | 49,969                                       | 36,969         |
| OTHER STATE REVENUE                                | 4,298,336                                   | 4,298,336                                    | -              |
| LOCAL REVENUES                                     | 34,462,500                                  | 34,733,458                                   | 270,958        |
| LOCAL GENERAL FUND CONTRIBUTION                    | (25,914,697)                                | (26,195,132)                                 | (280,435)      |
| <b>TOTAL REVENUES</b>                              | <b>100,108,360</b>                          | <b>100,123,362</b>                           | <b>15,002</b>  |
| <b>EXPENDITURES</b>                                |                                             |                                              |                |
| CERTIFICATED SALARIES                              | 53,578,695                                  | 53,465,147                                   | (113,548)      |
| CLASSIFIED SALARIES                                | 18,558,564                                  | 18,485,711                                   | (72,853)       |
| EMPLOYEE BENEFITS                                  | 26,272,775                                  | 26,046,301                                   | (226,474)      |
| BOOKS AND SUPPLIES                                 | 2,762,697                                   | 2,786,436                                    | 23,739         |
| SERVICES & OTHER OPERATING COSTS                   | 9,674,312                                   | 9,865,215                                    | 190,903        |
| CAPITAL OUTLAY                                     | 1,309,340                                   | 1,312,514                                    | 3,174          |
| OTHER OUTGO                                        | (513,705)                                   | 156,661                                      | 670,366        |
| <b>TOTAL EXPENDITURES</b>                          | <b>111,642,678</b>                          | <b>112,117,985</b>                           | <b>475,307</b> |
| NET INCREASE (DECREASE)                            | (11,534,318)                                | (11,994,623)                                 | (460,305)      |
| <b>PROJECTED FUND BALANCE</b>                      | <b>21,075,530</b>                           | <b>20,615,225</b>                            |                |
| <b>FUND 01: RESTRICTED GENERAL FUND</b>            |                                             |                                              |                |
|                                                    | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b> |
| <b>BEGINNING BALANCE</b>                           | 5,197,572                                   | 5,197,572                                    |                |
| <b>REVENUES</b>                                    |                                             |                                              |                |
| FEDERAL REVENUE                                    | 4,910,521                                   | 4,936,846                                    | 26,325         |
| OTHER STATE REVENUE                                | 6,057,681                                   | 6,057,681                                    | -              |
| LOCAL REVENUES                                     | 9,130,822                                   | 9,501,463                                    | 370,641        |
| LOCAL GENERAL FUND CONTRIBUTION                    | 25,914,697                                  | 26,195,132                                   | 280,435        |
| <b>TOTAL REVENUES</b>                              | <b>46,013,721</b>                           | <b>46,691,122</b>                            | <b>677,401</b> |
| <b>EXPENDITURES</b>                                |                                             |                                              |                |
| CERTIFICATED SALARIES                              | 13,086,041                                  | 13,063,786                                   | (22,255)       |
| CLASSIFIED SALARIES                                | 10,762,132                                  | 10,856,430                                   | 94,298         |
| EMPLOYEE BENEFITS                                  | 13,945,027                                  | 13,844,226                                   | (100,801)      |
| BOOKS AND SUPPLIES                                 | 3,732,714                                   | 3,947,924                                    | 215,210        |
| SERVICES & OTHER OPERATING COSTS                   | 6,181,312                                   | 6,705,263                                    | 523,951        |
| CAPITAL OUTLAY                                     | 321,081                                     | 356,149                                      | 35,068         |
| OTHER OUTGO                                        | 544,964                                     | 544,391                                      | (573)          |
| <b>TOTAL EXPENDITURES</b>                          | <b>48,573,271</b>                           | <b>49,318,169</b>                            | <b>744,898</b> |
| NET INCREASE (DECREASE)                            | (2,559,550)                                 | (2,627,047)                                  | (67,497)       |
| <b>PROJECTED FUND BALANCE</b>                      | <b>2,638,022</b>                            | <b>2,570,525</b>                             |                |

| <b>FUND 11: ADULT EDUCATION</b>        |                                             |                                              |                  |
|----------------------------------------|---------------------------------------------|----------------------------------------------|------------------|
|                                        | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b>   |
| <b>BEGINNING BALANCE</b>               | 659,900                                     | 659,900                                      |                  |
| <b>REVENUES</b>                        |                                             |                                              |                  |
| LCFF RESOURCES                         |                                             |                                              | -                |
| FEDERAL REVENUE                        | 46,280                                      | 46,280                                       | -                |
| STATE REVENUE                          | 690,135                                     | 690,135                                      | -                |
| LOCAL REVENUES                         | 33,500                                      | 33,500                                       | -                |
| <b>TOTAL REVENUES</b>                  | <b>769,915</b>                              | <b>769,915</b>                               | -                |
| <b>EXPENDITURES</b>                    |                                             |                                              |                  |
| CERTIFICATED SALARIES                  | 372,960                                     | 372,960                                      | -                |
| CLASSIFIED SALARIES                    | 186,691                                     | 186,791                                      | 100              |
| EMPLOYEE BENEFITS                      | 166,765                                     | 179,698                                      | 12,933           |
| BOOKS AND SUPPLIES                     | 214,160                                     | 201,127                                      | (13,033)         |
| SERVICES & OTHER OPERATING COSTS       | 105,571                                     | 105,571                                      | -                |
| EQUIPMENT                              | -                                           | -                                            | -                |
| OTHER OUTGO                            | 16,287                                      | 16,287                                       | -                |
| <b>TOTAL EXPENDITURES</b>              | <b>1,062,434</b>                            | <b>1,062,434</b>                             | -                |
| NET INCREASE (DECREASE)                | (292,519)                                   | (292,519)                                    | -                |
| <b>PROJECTED FUND BALANCE</b>          | <b>367,381</b>                              | <b>367,381</b>                               |                  |
| <b>FUND 12: CHILD DEVELOPMENT FUND</b> |                                             |                                              |                  |
|                                        | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b>   |
| <b>BEGINNING BALANCE</b>               | 298,866                                     | 298,866                                      |                  |
| <b>REVENUES</b>                        |                                             |                                              |                  |
| FEDERAL REVENUE                        | 1,747,210                                   | 1,747,210                                    | -                |
| OTHER STATE REVENUE                    | 3,375,966                                   | 2,967,759                                    | (408,207)        |
| LOCAL REVENUES                         | 3,530,044                                   | 3,579,765                                    | 49,721           |
| INTERFUND TRANSFER IN                  | 389,692                                     | 441,776                                      | 52,084           |
| <b>TOTAL REVENUES</b>                  | <b>9,042,912</b>                            | <b>8,736,510</b>                             | <b>(306,402)</b> |
| <b>EXPENDITURES</b>                    |                                             |                                              |                  |
| CERTIFICATED SALARIES                  | 2,967,285                                   | 2,976,232                                    | 8,947            |
| CLASSIFIED SALARIES                    | 2,386,439                                   | 2,330,747                                    | (55,692)         |
| EMPLOYEE BENEFITS                      | 2,431,936                                   | 2,452,074                                    | 20,138           |
| BOOKS AND SUPPLIES                     | 324,350                                     | 266,230                                      | (58,120)         |
| SERVICES & OTHER OPERATING COSTS       | 539,366                                     | 528,724                                      | (10,642)         |
| CAPITAL OUTLAY                         | 380,129                                     | 362,420                                      | (17,709)         |
| <b>TOTAL EXPENDITURES</b>              | <b>9,029,505</b>                            | <b>8,916,427</b>                             | <b>(113,078)</b> |
| NET INCREASE (DECREASE)                | 13,407                                      | (179,917)                                    | (193,324)        |
| <b>PROJECTED FUND BALANCE</b>          | <b>312,273</b>                              | <b>118,949</b>                               |                  |

| <b>FUND 13: CAFETERIA SPECIAL FUND</b>    |                                             |                                              |                |
|-------------------------------------------|---------------------------------------------|----------------------------------------------|----------------|
|                                           | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b> |
| <b>BEGINNING BALANCE</b>                  | 195,976                                     | 195,976                                      |                |
| <b>REVENUES</b>                           |                                             |                                              |                |
| FEDERAL REVENUE                           | 1,200,000                                   | 1,200,000                                    | -              |
| OTHER STATE REVENUE                       | 85,000                                      | 85,000                                       | -              |
| LOCAL REVENUES                            | 1,678,289                                   | 1,678,289                                    | -              |
| INTERFUND TRANSFER IN                     | 130,000                                     | 130,000                                      | -              |
| <b>TOTAL REVENUES</b>                     | <b>3,093,289</b>                            | <b>3,093,289</b>                             | <b>-</b>       |
| <b>EXPENDITURES</b>                       |                                             |                                              |                |
| CLASSIFIED SALARIES                       | 1,464,380                                   | 1,465,691                                    | 1,311          |
| EMPLOYEE BENEFITS                         | 557,007                                     | 560,150                                      | 3,143          |
| BOOKS AND SUPPLIES                        | 1,215,000                                   | 1,278,000                                    | 63,000         |
| SERVICES & OTHER OPERATING COSTS          | (315,319)                                   | (313,319)                                    | 2,000          |
| CAPITAL OUTLAY                            | -                                           | -                                            | -              |
| OTHER OUTGO                               | 145,406                                     | 145,406                                      | -              |
| <b>TOTAL EXPENDITURES</b>                 | <b>3,066,474</b>                            | <b>3,135,928</b>                             | <b>69,454</b>  |
| NET INCREASE (DECREASE)                   | 26,815                                      | (42,639)                                     | (69,454)       |
| <b>PROJECTED FUND BALANCE</b>             | <b>222,791</b>                              | <b>153,337</b>                               |                |
| <b>FUND 14: DEFERRED MAINTENANCE FUND</b> |                                             |                                              |                |
|                                           | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b> |
| <b>BEGINNING BALANCE</b>                  | 212,196                                     | 212,196                                      |                |
| <b>REVENUES</b>                           |                                             |                                              |                |
| LCFF RESOURCES                            | 250,000                                     | 250,000                                      | -              |
| LOCAL REVENUES                            | 1,000                                       | 1,000                                        | -              |
| TRANSFER MEASURE GSH FROM FUND 01         |                                             | 600,000                                      | 600,000        |
| <b>TOTAL REVENUES</b>                     | <b>251,000</b>                              | <b>851,000</b>                               | <b>600,000</b> |
| <b>EXPENDITURES</b>                       |                                             |                                              |                |
| BOOKS AND SUPPLIES                        |                                             |                                              | -              |
| SERVICES & OTHER OPERATING COSTS          | 350,000                                     | 350,000                                      | -              |
| CAPITAL OUTLAY                            | 61,000                                      | 61,000                                       | -              |
| <b>TOTAL EXPENDITURES</b>                 | <b>411,000</b>                              | <b>411,000</b>                               | <b>-</b>       |
| NET INCREASE (DECREASE)                   | (160,000)                                   | 440,000                                      | 600,000        |
| <b>PROJECTED FUND BALANCE</b>             | <b>52,196</b>                               | <b>652,196</b>                               |                |

| <b>FUND 21: BUILDING FUND</b>    |                                             |                                              |                  |
|----------------------------------|---------------------------------------------|----------------------------------------------|------------------|
|                                  | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b>   |
| <b>BEGINNING BALANCE</b>         | 92,741,212                                  | 92,741,212                                   |                  |
| <b>REVENUES</b>                  |                                             |                                              |                  |
| PROCEEDS - SALE OF BONDS         | -                                           | -                                            | -                |
| LOCAL REVENUES                   | 453,000                                     | 573,000                                      | 120,000          |
| <b>TOTAL REVENUES</b>            | <b>453,000</b>                              | <b>573,000</b>                               | <b>120,000</b>   |
| <b>EXPENDITURES</b>              |                                             |                                              |                  |
| CLASSIFIED SALARIES              | 493,059                                     | 534,670                                      | 41,611           |
| EMPLOYEE BENEFITS                | 239,518                                     | 242,684                                      | 3,166            |
| BOOKS AND SUPPLIES               | 5,346,200                                   | 5,392,225                                    | 46,025           |
| SERVICES & OTHER OPERATING COSTS | 16,427,698                                  | 19,677,148                                   | 3,249,450        |
| CAPITAL OUTLAY                   | 13,780,550                                  | 16,923,550                                   | 3,143,000        |
| <b>TOTAL EXPENDITURES</b>        | <b>36,287,025</b>                           | <b>42,770,277</b>                            | <b>6,483,252</b> |
| NET INCREASE (DECREASE)          | (35,834,025)                                | (42,197,277)                                 | (6,363,252)      |
| <b>PROJECTED FUND BALANCE</b>    | <b>56,907,187</b>                           | <b>50,543,935</b>                            |                  |

| <b>FUND 25: CAPITAL FACILITIES FUND</b> |                                             |                                              |                |
|-----------------------------------------|---------------------------------------------|----------------------------------------------|----------------|
|                                         | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b> |
| <b>BEGINNING BALANCE</b>                | 1,236,679                                   | 1,236,679                                    |                |
| <b>REVENUES</b>                         |                                             |                                              |                |
| DEVELOPMENT FEES                        | 800,000                                     | 800,000                                      | -              |
| INTEREST                                | 3,000                                       | 3,000                                        | -              |
| <b>TOTAL REVENUES</b>                   | <b>803,000</b>                              | <b>803,000</b>                               | -              |
| <b>EXPENDITURES</b>                     |                                             |                                              |                |
| SUPPLIES                                | 1,000                                       | 1,000                                        | -              |
| SERVICES & OTHER OPERATING COST         | 802,000                                     | 802,000                                      | -              |
| CAPITAL OUTLAY                          | -                                           | -                                            | -              |
| <b>TOTAL EXPENDITURES</b>               | <b>803,000</b>                              | <b>803,000</b>                               | -              |
| NET INCREASE (DECREASE)                 | -                                           | -                                            | -              |
| <b>PROJECTED FUND BALANCE</b>           | <b>1,236,679</b>                            | <b>1,236,679</b>                             | -              |



| <b>FUND 40: SPECIAL RESERVE FUND FOR CAPITAL OUTLAY</b> |                                             |                                              |                  |
|---------------------------------------------------------|---------------------------------------------|----------------------------------------------|------------------|
|                                                         | <b>2016-17 FIRST<br/>INTERIM<br/>BUDGET</b> | <b>2016-17 SECOND<br/>INTERIM<br/>BUDGET</b> | <b>CHANGES</b>   |
| <b>BEGINNING BALANCE</b>                                | 11,444,209                                  | 11,444,209                                   |                  |
| <b>REVENUES</b>                                         |                                             |                                              |                  |
| OTHER STATE REVENUE                                     |                                             | 583,064                                      | 583,064          |
| REDEVELOPMENT                                           | 4,386,552                                   | 5,500,000                                    | 1,113,448        |
| INTEREST                                                | 30,000                                      | 30,000                                       | -                |
| <b>TOTAL REVENUES</b>                                   | <b>4,416,552</b>                            | <b>6,113,064</b>                             | <b>1,696,512</b> |
| <b>EXPENDITURES</b>                                     |                                             |                                              |                  |
| SUPPLIES                                                | 12,000                                      | 12,000                                       | -                |
| SERVICES & OTHER OPERATING COSTS                        | 1,105,269                                   | 1,105,269                                    | -                |
| CAPITAL OUTLAY                                          | 5,100,000                                   | 5,212,000                                    | 112,000          |
| OTHER OUTGO                                             | 1,869,282                                   | 1,869,282                                    | -                |
| <b>TOTAL EXPENDITURES</b>                               | <b>8,086,551</b>                            | <b>8,198,551</b>                             | <b>112,000</b>   |
| NET INCREASE (DECREASE)                                 | (3,669,999)                                 | (2,085,487)                                  | <b>1,584,512</b> |
| <b>PROJECTED FUND BALANCE</b>                           | <b>7,774,210</b>                            | <b>9,358,722</b>                             |                  |



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

# 2016-17 Second Interim Report

Janece L. Maez  
Associate Superintendent, Business Services  
March 2, 2017  
Item A. \*\*

## SMMUSD 2<sup>nd</sup> Interim Report

- Shows the District's financial position as of January 31, 2017
- Displays the Adopted Budget, Current Actuals, and Projected Totals for each District fund
- Includes an analysis of standards for financial reporting set by the State
- Projects General Fund activity for the current and next two fiscal years
- Certifies one of three conditions: positive, negative or qualified

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**  
**2016-17 SECOND INTERIM REPORT**  
**AS OF 01/31/17**  
**GENERAL FUND (01)**

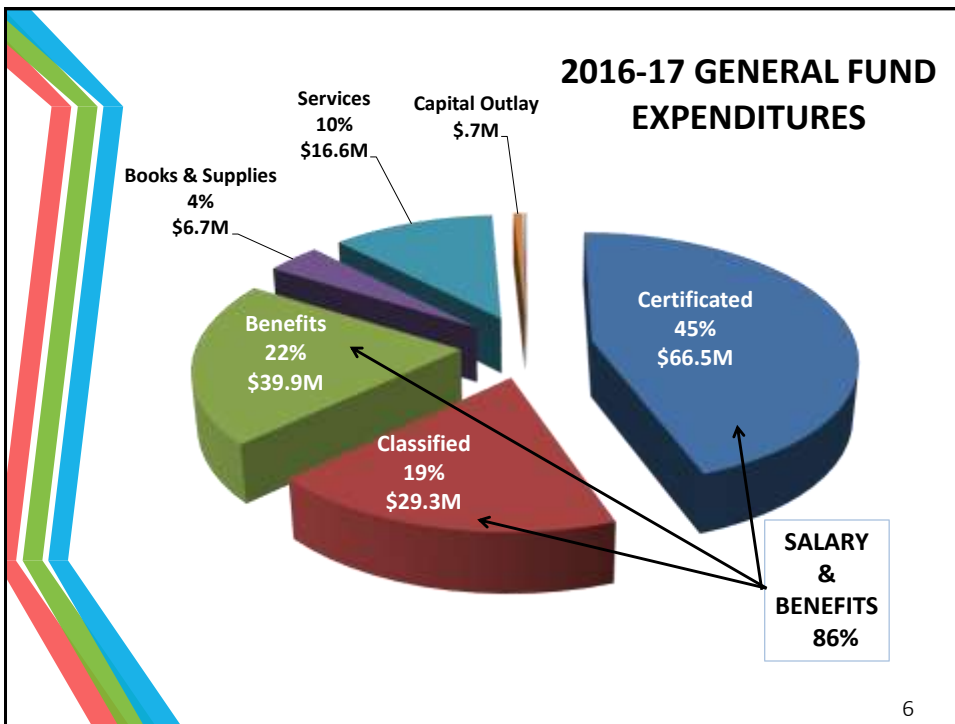
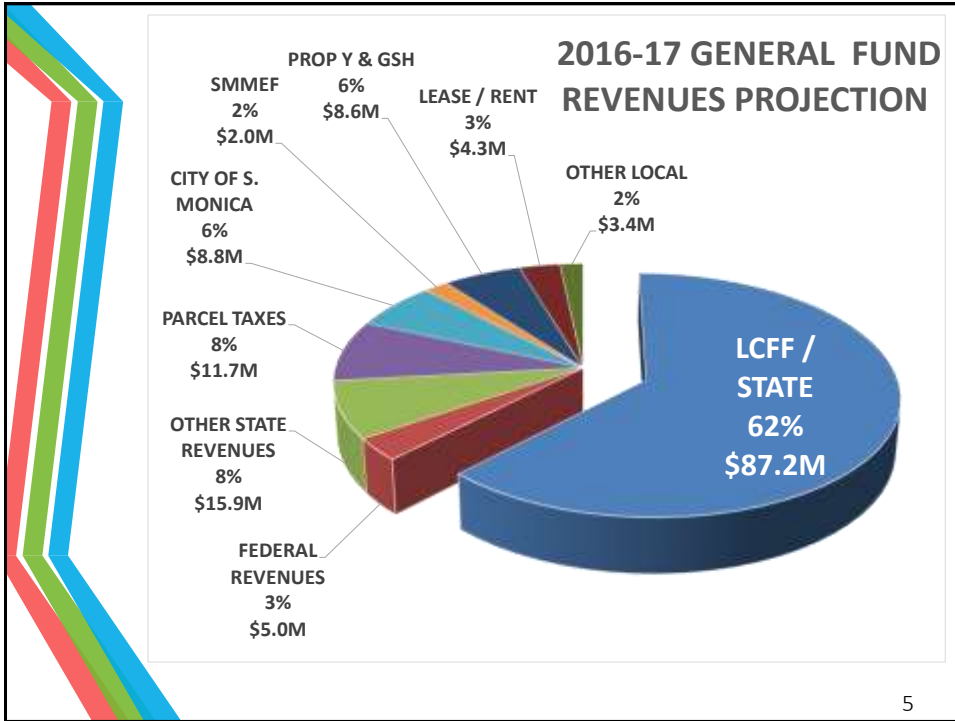
|                             | 1ST INTERIM  | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF        |
|-----------------------------|--------------|------------------------------|---------------------------------|-------------|
| REVENUE                     | 146,122,081  | 84,184,827                   | 146,814,484                     | 692,403     |
| EXPENDITURES                | 160,215,949  | 69,198,137                   | 161,436,154                     | (1,220,205) |
| EXCESS OR<br>(DEFICIENCY)   | (14,093,868) | 14,986,689                   | (14,621,670)                    | (527,802)   |
| BEGINNING BALANCE           | 37,807,421   |                              | 37,807,421                      | 0           |
| PROJECTED ENDING<br>BALANCE | 23,713,553   |                              | 23,185,751                      | (527,802)   |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**  
**2016-17 SECOND INTERIM REPORT**  
**AS OF 01/31/17**  
**GENERAL FUND (01)**

|                                                      |  |                   |
|------------------------------------------------------|--|-------------------|
| <u>Non-spendable Amounts</u>                         |  |                   |
| Stores, Revolving Cash, Prepaid                      |  | 100,000           |
| <u>Restricted</u>                                    |  | 2,638,022         |
| <u>Assigned Amounts</u>                              |  |                   |
| Reserve for 2017-18 and 2018-19 Deficit Spending     |  | 8,435,836         |
| Reserve for up to 2 months General Fund expenditures |  | 7,733,215         |
| <u>Unassigned/Unappropriated Amounts</u>             |  |                   |
| Reserve for Economic Uncertainties                   |  | 4,806,479         |
| <b>FUND BALANCE</b>                                  |  | <b>23,713,553</b> |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
ADULT EDUCATION (11)**

|                             | 1ST<br>INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF |
|-----------------------------|----------------|------------------------------|---------------------------------|------|
| REVENUE                     | 769,915        | 438,744                      | 769,915                         | 0    |
| EXPENDITURES                | 1,062,434      | 291,307                      | 1,062,434                       | 0    |
| EXCESS OR (DEFICIENCY)      | (292,519)      | 147,437                      | (292,519)                       | 0    |
| BEGINNING BALANCE           | 659,900        |                              | 659,900                         | 0    |
| PROJECTED ENDING<br>BALANCE | 367,381        |                              | 367,381                         | 0    |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
CHILD DEVELOPMENT FUND (12)**

|                             | 1ST<br>INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF      |
|-----------------------------|----------------|------------------------------|---------------------------------|-----------|
| REVENUE                     | 9,042,912      | 4,434,221                    | 8,736,510                       | (306,402) |
| EXPENDITURES                | 9,029,505      | 3,911,005                    | 8,916,427                       | 113,078   |
| EXCESS OR (DEFICIENCY)      | 13,407         | 523,216                      | (179,917)                       | (193,324) |
| BEGINNING BALANCE           | 298,866        |                              | 298,866                         | 0         |
| PROJECTED ENDING<br>BALANCE | 312,273        |                              | 118,949                         | (193,324) |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
CAFETERIA FUND (13)**

|                             | 1ST INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF     |
|-----------------------------|-------------|------------------------------|---------------------------------|----------|
| REVENUE                     | 3,093,289   | 1,170,777                    | 3,093,289                       | 0        |
| EXPENDITURES                | 3,066,474   | 1,411,933                    | 3,135,928                       | (69,454) |
| EXCESS OR<br>(DEFICIENCY)   | 26,815      | (241,156)                    | (42,639)                        | (69,454) |
| BEGINNING BALANCE           | 195,976     |                              | 195,976                         | 0        |
| PROJECTED ENDING<br>BALANCE | 222,791     |                              | 153,337                         | (69,454) |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
DEFERRED MAINTENANCE (14)**

|                             | 1ST INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF    |
|-----------------------------|-------------|------------------------------|---------------------------------|---------|
| REVENUE                     | 251,000     | 829                          | 851,000                         | 600,000 |
| EXPENDITURES                | 411,000     | 106,391                      | 411,000                         | 0       |
| EXCESS OR<br>(DEFICIENCY)   | (160,000)   | (105,562)                    | 440,000                         | 600,000 |
| BEGINNING BALANCE           | 212,196     |                              | 212,196                         | 0       |
| PROJECTED ENDING<br>BALANCE | 52,196      |                              | 652,196                         | 600,000 |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**  
**2016-17 SECOND INTERIM REPORT**  
**AS OF 01/31/17**  
**BUILDING FUND (21)**

|                             | 1ST<br>INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF        |
|-----------------------------|----------------|------------------------------|---------------------------------|-------------|
| REVENUE                     | 453,000        | 434,498                      | 573,000                         | 120,000     |
| EXPENDITURES                | 36,287,025     | 14,467,760                   | 42,770,277                      | (6,483,252) |
| EXCESS OR<br>(DEFICIENCY)   | (35,834,025)   | (14,033,262)                 | (42,197,277)                    | (6,363,252) |
| BEGINNING BALANCE           | 92,741,212     |                              | 92,741,212                      | 0           |
| PROJECTED ENDING<br>BALANCE | 56,907,187     |                              | 50,543,935                      | (6,363,252) |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**  
**2016-17 SECOND INTERIM REPORT**  
**AS OF 01/31/17**  
**CAPITAL FACILITIES FUND - DEVELOPER FEES (25)**

|                             | 1ST<br>INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF |
|-----------------------------|----------------|------------------------------|---------------------------------|------|
| REVENUE                     | 803,000        | 273,734                      | 803,000                         | 0    |
| EXPENDITURES                | 803,000        | 469,151                      | 803,000                         | 0    |
| EXCESS OR (DEFICIENCY)      | 0              | (195,416)                    | 0                               | 0    |
| BEGINNING BALANCE           | 1,236,679      |                              | 1,236,679                       | 0    |
| PROJECTED ENDING<br>BALANCE | 1,236,679      |                              | 1,236,679                       | 0    |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
COUNTY SCHOOL FACILITIES FUND (35)**

|                          | 1ST<br>INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF |
|--------------------------|----------------|------------------------------|---------------------------------|------|
| REVENUE                  | 2,445,054      | 2,446,256                    | 2,445,054                       | 0    |
| EXPENDITURES             | 2,445,054      | 2,445,054                    | 2,445,054                       | 0    |
| EXCESS OR (DEFICIENCY)   | 0              | 1,202                        | 0                               | 0    |
| BEGINNING BALANCE        | 0              |                              | 0                               | 0    |
| PROJECTED ENDING BALANCE | 0              |                              | 0                               | 0    |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
SPECIAL RESERVE - CAPITAL OUTLAY (40)**

|                          | 1ST INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF      |
|--------------------------|-------------|------------------------------|---------------------------------|-----------|
| REVENUE                  | 4,416,552   | 49,811                       | 6,113,064                       | 1,696,512 |
| EXPENDITURES             | 8,086,551   | 2,786,754                    | 8,198,551                       | (112,000) |
| EXCESS OR (DEFICIENCY)   | (3,669,999) | (2,736,942)                  | (2,085,487)                     | 1,584,512 |
| BEGINNING BALANCE        | 11,444,209  |                              | 11,444,209                      | 0         |
| PROJECTED ENDING BALANCE | 7,774,210   |                              | 9,358,722                       | 1,584,512 |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
BOND INTEREST AND REDEMPTION (51)**

|                             | 1ST<br>INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF |
|-----------------------------|----------------|------------------------------|---------------------------------|------|
| REVENUE                     | 33,721,003     | 0                            | 33,721,003                      | 0    |
| EXPENDITURES                | 38,769,959     | 0                            | 38,769,959                      | 0    |
| EXCESS OR (DEFICIENCY)      | (5,048,956)    | 0                            | (5,048,956)                     | 0    |
| BEGINNING BALANCE           | 36,509,677     |                              | 36,509,677                      | 0    |
| PROJECTED ENDING<br>BALANCE | 31,460,721     |                              | 31,460,721                      | 0    |

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**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
2016-17 SECOND INTERIM REPORT  
AS OF 01/31/17  
RETIREE HEALTH BENEFIT FUND (71)**

|                             | 1ST INTERIM | ACTUALS<br>AS OF<br>01/31/17 | 2016-17<br>ESTIMATED<br>ACTUALS | DIFF |
|-----------------------------|-------------|------------------------------|---------------------------------|------|
| REVENUE                     | 1,350,821   | 16,148                       | 1,350,821                       | 0    |
| EXPENDITURES                | 1,300,000   | 708,617                      | 1,300,000                       | 0    |
| EXCESS OR (DEFICIENCY)      | 50,821      | (692,470)                    | 50,821                          | 0    |
| BEGINNING BALANCE           | 5,120,174   |                              | 5,120,174                       | 0    |
| PROJECTED ENDING<br>BALANCE | 5,170,995   |                              | 5,170,995                       | 0    |

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## Multi-year Projection reflects:

- The District's financial position over the current and next two fiscal years.
- State revenue Cost of Living (COLA) increases of 0.00% (2016-17), 1.48% (2017-18), and 2.40% (2018-19).
- LCFF Gap Funding increasing by 54.18% (2016-17), 23.67% (2017-18), and 53.85% (2018-19).
- Student enrollment stable at 11,003 each year.
- Local revenue from parcel taxes, Prop Y and the City of Santa Monica contribution are projected at \$29.1 million in 2016-17, \$37.3 million in 2017-18 and \$38.1 million in 2018-19.

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## Multi-year Projection cont'd:

- Does not include salary schedules changes; as a result of negotiations with SMMCTA or SEIU.
- Employee health and welfare increases of 7.0% and Step and Column salary increase, increases of 1.50% each year.
- The Reserve for Economic Uncertainties remains at 3.0%.
- Additional reserves for future deficit spending, shortfall of projected property tax increases, and up to 2 months of General Fund Expenditures are also included.

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## SANTA MONICA-MALIBU USD

## MULTI-YEAR PROJECTION /UNRESTRICTED GENERAL FUND

| Description                                                                 | 2016-17<br>SECOND INTERIM<br>BUDGET | 2017-18<br>PROJECTED<br>BUDGET | 2018-19<br>PROJECTED<br>BUDGET |
|-----------------------------------------------------------------------------|-------------------------------------|--------------------------------|--------------------------------|
| Property Tax                                                                | 75,937,733                          | 79,926,794                     | 83,825,666                     |
| Education Protection Account (EPA)                                          | 2,159,176                           | 2,151,600                      | 2,000,000                      |
| LCFF Transfer to Fund 14                                                    | (250,000)                           | (250,000)                      | (250,000)                      |
| LCFF Transfer to Charter School &<br>County Specialized secondary<br>school | (110,500)                           | (112,000)                      | (112,000)                      |
| Pr. Year LCFF Adjustment                                                    | (116,920)                           |                                |                                |
| LCFF State Aid                                                              | 9,617,242                           | 5,072,797                      | 4,232,937                      |
| Minimum State Aid                                                           |                                     | 3,513,046                      | 4,352,906                      |
| <b>Subtotal LCFF Funding</b>                                                | <b>87,236,731</b>                   | <b>90,302,237</b>              | <b>94,049,509</b>              |



## SANTA MONICA-MALIBU USD

## MULTI-YEAR PROJECTION /UNRESTRICTED GENERAL FUND

| Description                     | 2016-17<br>SECOND INTERIM<br>BUDGET | 2017-18<br>PROJECTED<br>BUDGET | 2018-19<br>PROJECTED<br>BUDGET |
|---------------------------------|-------------------------------------|--------------------------------|--------------------------------|
| <b>Subtotal LCFF Funding</b>    | <b>87,236,731</b>                   | <b>90,302,237</b>              | <b>94,049,509</b>              |
| Other Federal                   | 49,969                              | 13,000                         | 13,000                         |
| Lottery                         | 1,600,000                           | 1,600,000                      | 1,600,000                      |
| Mandated Block Grant            | 2,693,336                           | 898,616                        | 395,000                        |
| Other State Revenue             | 5,000                               | 5,000                          | 5,000                          |
| Measure R - Parcel Tax          | 11,651,225                          | 11,884,250                     | 12,121,934                     |
| Measure Y / City of SM          | 8,000,000                           | 8,200,000                      | 8,400,000                      |
| Measure GSH / City of SM        | 600,000                             | 8,200,000                      | 8,400,000                      |
| Joint Use Agreement/ City of SM | 8,812,824                           | 9,000,000                      | 9,200,000                      |
| All Other Local Income          | 3,639,133                           | 3,530,000                      | 3,540,000                      |
| SMMEF                           | 2,030,276                           | 2,000,000                      | 2,000,000                      |
| Local General Fund Contribution | (26,195,132)                        | (26,719,035)                   | (27,253,415)                   |
| <b>TOTAL REVENUE</b>            | <b>100,123,362</b>                  | <b>108,914,068</b>             | <b>112,471,028</b>             |



**SANTA MONICA-MALIBU USD  
MULTI-YEAR PROJECTION /UNRESTRICTED GENERAL FUND**

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| Description                          | 2016-17               | 2017-18            | 2018-19            |
|--------------------------------------|-----------------------|--------------------|--------------------|
|                                      | SECOND INTERIM BUDGET | PROJECTED BUDGET   | PROJECTED BUDGET   |
| Certificated Salary                  | 53,465,147            | 54,267,124         | 55,081,131         |
| Classified                           | 18,485,711            | 18,762,997         | 19,044,442         |
| Benefits                             | 26,046,301            | 28,344,070         | 30,932,121         |
| STRS                                 | 6,623,361             | 7,830,746          | 8,967,208          |
| PERS                                 | 2,390,764             | 2,668,098          | 3,205,180          |
| SOCIAL SECURITY & MEDICARE           | 2,235,529             | 2,222,243          | 2,255,576          |
| HEALTH AND WELFARE                   | 11,018,766            | 11,790,080         | 12,615,385         |
| SUI                                  | 40,068                | 41,515             | 42,063             |
| WORKERS COMP                         | 2,733,018             | 2,775,145          | 2,816,772          |
| OPEB                                 | 898,459               | 912,877            | 926,570            |
| CASH IN -LIEU                        | 106,336               | 103,368            | 103,368            |
| Supplies/Books                       | 2,786,436             | 2,800,000          | 2,800,000          |
| Other Operational Costs              | 9,865,215             | 9,000,000          | 9,000,000          |
| Capital Outlay                       | 1,312,514             | 150,000            | 150,000            |
| Debt Services                        | 53,389                | 53,396             |                    |
| Indirect                             | (1,068,504)           | (1,000,000)        | (1,000,000)        |
| Transfer Out to FUND 12              | 441,776               | -                  | -                  |
| Transfer Out to FUND 13              | 130,000               | 130,000            | 130,000            |
| Transfer Out to FUND 14              | 600,000               |                    |                    |
| LCAP increase change from prior year |                       | 148,697            | 260,740            |
| New GSH Expenditures                 |                       | 2,000,000          | 3,000,000          |
| Reduction Plan                       |                       | (2,000,000)        | (3,000,000)        |
| <b>TOTAL EXPENDITURE</b>             | <b>112,117,985</b>    | <b>112,656,284</b> | <b>116,398,434</b> |



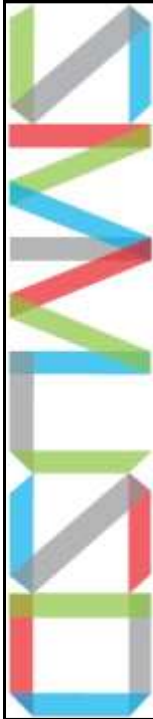
**SANTA MONICA-MALIBU USD**

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**MULTI-YEAR PROJECTION /UNRESTRICTED GENERAL FUND**

| Description                                     | 2016-17<br>SECOND INTERIM BUDGET | 2017-18<br>PROJECTED BUDGET | 2018-19<br>PROJECTED BUDGET |
|-------------------------------------------------|----------------------------------|-----------------------------|-----------------------------|
| Increase (Decrease) Fund Balance                | (11,994,623)                     | (3,742,216)                 | (3,927,406)                 |
| Beginning Fund Balance                          | 32,609,848                       | 20,615,225                  | 16,873,009                  |
| Ending Fund Balance                             | 20,615,225                       | 16,873,009                  | 12,945,603                  |
| Reserve - Revolving cash, Store                 | 130,000                          | 130,000                     | 130,000                     |
| Reserve – Deficits from 2017-18 through 2018-19 | 7,669,621                        | 3,927,407                   |                             |
| 3% Contingency Reserve                          | 4,843,085                        | 4,768,113                   | 4,929,429                   |
| Unappropriated Balance                          | 7,972,519                        | 8,047,489                   | 7,886,174                   |

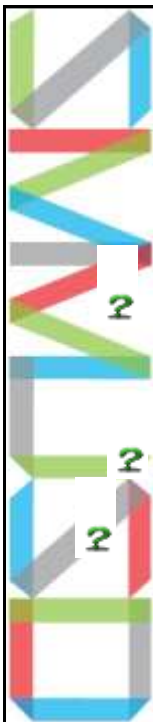




## Positive Certification of 2<sup>nd</sup> Interim Report

- The District is submitting the 2<sup>nd</sup> Interim Report with a positive certification.
- The District will be able to meet its obligation in the current and next two fiscal years.

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**SANTA MONICA-MALIBU USD**  
**MULTI-YEAR PROJECTION /UNRESTRICTED GENERAL FUND**

| Description                                                           | 2016-17<br>SECOND INTERIM<br>BUDGET | 2017-18<br>PROJECTED<br>BUDGET | 2018-19<br>PROJECTED<br>BUDGET |
|-----------------------------------------------------------------------|-------------------------------------|--------------------------------|--------------------------------|
| Property Tax                                                          | 75,937,733                          | 79,926,794                     | 83,825,666                     |
| Education Protection Account (EPA)                                    | 2,159,176                           | 2,151,600                      | 2,000,000                      |
| LCFF Transfer to Fund 14                                              | (250,000)                           | (250,000)                      | (250,000)                      |
| LCFF Transfer to Charter School & County Specialized secondary school | (110,500)                           | (112,000)                      | (112,000)                      |
| Pr. Year LCFF Adjustment                                              | (116,920)                           |                                |                                |
| LCFF State Aid                                                        | 9,617,242                           | 5,072,797                      | 4,232,937                      |
| Minimum State Aid                                                     |                                     | 3,513,046                      | 4,352,906                      |
| <b>Subtotal LCFF Funding</b>                                          | <b>87,236,731</b>                   | <b>90,302,237</b>              | <b>94,049,509</b>              |
| Other Federal                                                         | 49,969                              | 13,000                         | 13,000                         |
| Lottery                                                               | 1,600,000                           | 1,600,000                      | 1,600,000                      |
| Mandated Reimbursement Block Grant                                    | 2,693,336                           | 898,616                        | 395,000                        |
| Other State Revenue                                                   | 5,000                               | 5,000                          | 5,000                          |
| Measure R - Parcel Tax                                                | 11,651,225                          | 11,884,250                     | 12,121,934                     |
| Measure Y / City of SM                                                | 8,000,000                           | 8,200,000                      | 8,400,000                      |
| Measure GSH / City of SM                                              | 600,000                             | 8,200,000                      | 8,400,000                      |
| Joint Use Agreement/ City of SM                                       | 8,812,824                           | 9,000,000                      | 9,200,000                      |
| All Other Local Income                                                | 3,639,133                           | 3,530,000                      | 3,540,000                      |
| SMMEF                                                                 | 2,030,276                           | 2,000,000                      | 2,000,000                      |
| Local General Fund Contribution                                       | (26,195,132)                        | (26,719,035)                   | (27,253,415)                   |
| <b>TOTAL REVENUE</b>                                                  | <b>100,123,362</b>                  | <b>108,914,068</b>             | <b>112,471,028</b>             |
| Certificated Salary                                                   | 53,465,147                          | 54,267,124                     | 55,081,131                     |
| Classified                                                            | 18,485,711                          | 18,762,997                     | 19,044,442                     |
| Benefits                                                              | 26,046,301                          | 28,344,070                     | 30,932,121                     |
| <i>STRS</i>                                                           | 6,623,361                           | 7,830,746                      | 8,967,208                      |
| <i>PERS</i>                                                           | 2,390,764                           | 2,668,098                      | 3,205,180                      |
| <i>SOCIAL SECURITY &amp; MEDICARE</i>                                 | 2,235,529                           | 2,222,243                      | 2,255,576                      |
| <i>HEALTH AND WELFARE</i>                                             | 11,018,766                          | 11,790,080                     | 12,615,385                     |
| <i>SUI</i>                                                            | 40,068                              | 41,515                         | 42,063                         |
| <i>WORKERS COMP</i>                                                   | 2,733,018                           | 2,775,145                      | 2,816,772                      |
| <i>OPEB</i>                                                           | 898,459                             | 912,877                        | 926,570                        |
| <i>CASH IN -LIEU</i>                                                  | 106,336                             | 103,368                        | 103,368                        |
| Supplies/Books                                                        | 2,786,436                           | 2,800,000                      | 2,800,000                      |
| Other Operational Costs                                               | 9,865,215                           | 9,000,000                      | 9,000,000                      |
| Capital Outlay                                                        | 1,312,514                           | 150,000                        | 150,000                        |
| Debt Services                                                         | 53,389                              | 53,396                         |                                |
| Indirect                                                              | (1,068,504)                         | (1,000,000)                    | (1,000,000)                    |
| Interfund Transfer Out to FUND 12                                     | 441,776                             | -                              | -                              |
| Interfund Transfer Out to FUND 13                                     | 130,000                             | 130,000                        | 130,000                        |
| Interfund Transfer Out to FUND 14                                     | 600,000                             |                                |                                |
| LCAP increase change from prior year                                  |                                     | 148,697                        | 260,740                        |
| New GSH Expenditures                                                  |                                     | 2,000,000                      | 3,000,000                      |
| Reduction Plan                                                        |                                     | (2,000,000)                    | (3,000,000)                    |
| <b>TOTAL EXPENDITURE</b>                                              | <b>112,117,985</b>                  | <b>112,656,284</b>             | <b>116,398,434</b>             |
| Increase (Decrease) Fund Balance                                      | (11,994,623)                        | (3,742,216)                    | (3,927,406)                    |
| Beginning Fund Balance                                                | 32,609,848                          | 20,615,225                     | 16,873,009                     |
| Ending Fund Balance                                                   | 20,615,225                          | 16,873,009                     | 12,945,603                     |
| Reserve - Revolving cash, Store                                       | 130,000                             | 130,000                        | 130,000                        |
| Reserve - Deficiting Spending in 17-19                                | 7,669,621                           | 3,927,407                      |                                |
| 3% Contingency Reserve                                                | 4,843,085                           | 4,768,113                      | 4,929,429                      |
| Unappropriated Balance                                                | 7,972,519                           | 8,047,489                      | 7,886,174                      |

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/02/17

FROM: BEN DRATI / MARK O. KELLY

RE: ADOPT RESOLUTION NO. 16-22 – REGARDING THE RELEASE AND NON-REELECTION OF CERTIFICATED TEMPORARY EMPLOYEES

RECOMMENDATION NO. A.30

It is recommended that the Board of Education adopt Resolution No. 16-22 – regarding the release and non-reelection of certificated temporary employees pursuant to Education Code Section 44954, effective June 2017.

COMMENT: The Board of Education is required to notify temporary certificated employees before the end of the school year of its decision to release and not reelect the employees for the next succeeding school year.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

**BEFORE THE BOARD OF EDUCATION OF THE  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

**RESOLUTION NO. 16-22  
RESOLUTION: RELEASE AND NON-REELECTION OF CERTIFICATED TEMPORARY  
EMPLOYEES**

**WHEREAS**, pursuant to Education Code Section 44954, the Board may release a certificated temporary employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year; and

**WHEREAS**, the employees listed below are serving only pursuant to temporary employment contracts; and

**WHEREAS**, it is the Board's intent to release and not reelect the employees listed below for the subsequent 2017-2018 school year, pursuant to Education Code Section 44954;

**NOW, THEREFORE, BE IT RESOLVED**, that the following employees serving only pursuant to temporary employment contracts be released from employment with this school district effective upon each employee's last working day of this current school year or upon the expiration of any applicable temporary employment contract (whichever occurs first) and are not reelected for the next succeeding school year:

|      |      |      |      |      |      |
|------|------|------|------|------|------|
| 3921 | 7500 | 3367 | 9112 | 8976 | 2879 |
| 2490 | 2580 | 3146 | 4372 | 4181 | 6276 |
| 0455 | 0561 | 0717 | 9504 | 0497 | 7562 |

**BE IT FURTHER RESOLVED**, that the Superintendent or designee is directed to issue to the employees named in this Resolution the notice described in Section 44954, informing them that they will not be reemployed for the 2017-2018 school year, and to take such further and additional actions as may be necessary to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 2<sup>nd</sup> day of March 2017 by the following vote:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Laurie Lieberman, President  
Board of Education of the  
Santa Monica-Malibu Unified School District



I, Ben Drati, Secretary of the Board of Education of the Santa Monica-Malibu Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Education at its regular meeting held on March 2, 2017.

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Ben Drati, Secretary  
Board of Education of the  
Santa Monica-Malibu Unified School District

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/02/17

FROM: BEN DRATI / MARK O. KELLY

RE: ADOPT RESOLUTION NO. 16-23 – REGARDING THE NON-REELECTION OF  
CERTIFICATED PROBATIONARY EMPLOYEES

RECOMMENDATION NO. A.31

It is recommended that the Board of Education adopt Resolution No. 16-23 – regarding the non-reelection of certificated probationary employees pursuant to Education Code Section 44929.21(b), effective June 2017.

COMMENT: The Board of Education is required to notify probationary employees on or before March 15 of the employee's second complete consecutive school year of employment of its decision to not reelect the employee for the next succeeding school year.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

**BEFORE THE BOARD OF EDUCATION OF THE  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

**RESOLUTION NO. 16-23**

**RESOLUTION: NON-REELECTION OF CERTIFICATED PROBATIONARY EMPLOYEES**

**WHEREAS**, pursuant to Education Code Section 44929.21(b), the Board is required to notify probationary employees on or before March 15 of the employee's second complete consecutive school year of employment of its decision to not reelect the employee for the next succeeding school year; and

**WHEREAS**, the following employees have been employed by this District in positions requiring certification qualifications, and are serving as probationary employees as indicated below:

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**WHEREAS**, it is the Board's intent to not reelect the above-named employees for the subsequent school year, 2017-2018, pursuant to Education Code Section 44929.21(b);

**WHEREAS**, the decision to non-reelect the above employees is made on an individual basis.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. That the Board has determined that it is necessary at this time to send notice to each of the individual employees indicated above that he/she will not be reelected for the subsequent school year for the reasons set forth above; and
2. That the Superintendent, or designee, is directed to issue to each individual employee listed above the notice described in Section 44929.21(b) prior to March 15, 2017, that he/she will not be reemployed for the 2017-2018 school year; and
3. That the Superintendent, or designee, is directed to take such further and additional actions as are necessary and appropriate to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 2<sup>nd</sup> day of March 2017 by the following vote:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Laurie Lieberman, President  
Board of Education of the  
Santa Monica-Malibu Unified School District

I, Ben Drati, Secretary of the Board of Education of the Santa Monica-Malibu Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Education at its regular meeting held on March 2, 2017.

---

Ben Drati, Secretary  
Board of Education of the  
Santa Monica-Malibu Unified School District

TO: BOARD OF EDUCATION

ACTION/MAJOR

03/02/17

FROM: BEN DRATI / MARK O. KELLY

RE: ADOPT RESOLUTION NO. 16-24 – REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICES WITH DIRECTION TO NOTIFY AFFECTED EMPLOYEES OF RECOMMENDATION OF LAYOFF

RECOMMENDATION NO. A.32

It is recommended that the Board of Education approve Resolution 16-24 for the reduction or discontinuance of particular kinds of services (Regional Occupational Program teaching – ROP), as indicated on the Resolution, effective June 2017.

COMMENT: The Superintendent of the Santa Monica-Malibu Unified School District recommends to the Governing Board that the ROP services enumerated in Resolution No. 16-24 are to be reduced or discontinued no later than the beginning of the 2017-2018 school year, and that the Board give notice as required by Education Code Sections 44955 and 44956 to those employees whose services will not be required.

Following the collection of student course requests for the 2017-2018 school year, it is the District's hope to return 1.00 F.T.E. of these class offerings and the required staff.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**BEFORE THE BOARD OF EDUCATION OF THE  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

**RESOLUTION NO. 16-24  
REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE  
IN THE REGIONAL OCCUPATIONAL PROGRAM (ROP)**

**WHEREAS**, pursuant to Education Code Section 44955, it is the opinion of this Board of Education that it has become necessary to reduce or discontinue particular kinds of services in the District's ROP program;

**WHEREAS**, Education Code Section 44955 require action by the Board of Education to reduce or eliminate particular kinds of services of the District not later than the beginning of the next school year;

**WHEREAS**, this Board has determined that this layoff shall be based upon a reduction or elimination of particular kinds of services, and not based upon reduction of average daily attendance during the past two years;

**WHEREAS**, the Board recognizes that certain courses will be offered as ROP/Career-Technical Education (CTE) courses in the general education program;

**WHEREAS**, Education Code Section 44949 defines the process for reduction of designated Probationary-0 ROP certificated employees to be laid off pursuant to the procedures in Education Code Sections 44955 and 44956 as a result of a decision to reduce or eliminate particular kinds of certificated services and to be given written notice prior to March 15;

**WHEREAS**, pursuant to Education Code Section 44955, the Board has determined that it is in the best interests of the District and the welfare of the schools and the pupils thereof that the following particular kinds of services be reduced or discontinued no later than the beginning of the 2017-2018 school year:

|                    |                                                                                      |
|--------------------|--------------------------------------------------------------------------------------|
| <u>0.80 F.T.E.</u> | ROP Marketing / Small Business Entrepreneur / Career Job Readiness Teaching Services |
| <u>0.70 F.T.E.</u> | ROP Business Management / Food Services Teaching Services                            |
| <u>1.00 F.T.E.</u> | ROP Business Management / Food Services / Office Occupations Teaching Services       |
| <u>0.20 F.T.E.</u> | ROP Technical Theater Teaching Services                                              |
| <b>2.70 F.T.E.</b> | <b>TOTAL CERTIFICATED POSITIONS</b>                                                  |

**WHEREAS**, it is the opinion of the Board of Education that due to the reduction or elimination of particular kinds of services, it is necessary to decrease a corresponding number of certificated employees for the 2017-2018 school year pursuant to Education Code Section 44955;

**WHEREAS**, in determining the amount of service to be reduced, the Board of Education has considered all assured attrition known at the time of this resolution, that is, all deaths, resignations, retirements, nonreelection of probationary employees, and other permanent

vacancies in the services identified above, to be effective no later than the end of the current school year and unrelated to the foregoing reductions;

**WHEREAS**, the District currently employs Probationary-0 instructors for its Regional Occupational Program (“ROP”) program and Education Code Section 44910 makes clear that ROP instructors’ service “shall not be included in computing the service required as a prerequisite to” attainment of permanency;

**WHEREAS**, Education Code Section 44955 provides that the services of no permanent employee may be terminated while any probationary or any other employee with less seniority is retained to render a service which the permanent employee is certificated and competent to render;

**WHEREAS**, the Education Code requires that various actions be taken and notices be forwarded no later than March 15th of each school year regarding layoffs of certificated personnel resulting from reductions of particular kinds of services;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education of the Santa Monica-Malibu Unified School District as follows:

1. That all of the foregoing recitals are true and correct.
2. That for the 2017-2018 school year, the particular kinds of ROP instructional services to be provided by said District shall be and hereby are reduced to the extent set forth above.
3. That due to the reduction or discontinuance of particular kinds of services set forth above, the corresponding number of certificated ROP instructors of the District will be reduced or terminated at the end of the 2016-2017 school year, pursuant to Education Code Section 44955, and shall not be reemployed for the 2017-2018 school year, unless rescinded.
4. That the criteria to be used in determining the order of termination of certificated employees will be the first rendered paid service date in a probationary position.
5. That the Superintendent or designee is directed to send appropriate notices to all employees possibly affected by virtue of the reduction and elimination of particular kinds of service.

**BE IT FURTHER RESOLVED** that the Superintendent, or designee, is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this Resolution.

The forgoing Resolution was adopted by the Board of Education of the Santa Monica-Malibu Unified School District on the 2<sup>nd</sup> day of March 2017, by the following vote:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_

---

Laurie Lieberman, President  
Board of Education  
Santa Monica-Malibu Unified School District

I, Ben Drati, Secretary of the Board of Education of the Santa Monica-Malibu Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Education at its regular meeting held on March 2, 2017.

---

Ben Drati, Secretary  
Board of Education  
Santa Monica-Malibu Unified School District