



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

**September 1, 2016**

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education will be held on **Thursday, September 1, 2016**, 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 §54957 (5)  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- Government Code §54957 (15)  
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
  - Title: Principal

### **OPEN SESSION** (6:00 p.m.)

#### **III. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

<b>IV.</b>	<b>APPROVAL OF THE AGENDA</b>	
<b>V.</b>	<b>APPROVAL OF MINUTES</b>	
	A.01 August 10, 2016.....	1
<b>VI.</b>	<b>BOARD OF EDUCATION – RECOGNITIONS</b> (0 minutes)	
<b>VII.</b>	<b>STUDY SESSION</b> (45 minutes)	
	These items are staff presentations and/or updates to the Board of Education.	
	S.01 Measure ES Preliminary Budget Allocations (45).....	2
<b>VIII.</b>	<b>COMMUNICATIONS</b> (15 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 <u>5 minutes or less</u> . 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. TBD – Malibu High School (5)	
	3. TBD – 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)	
<b>IX.</b>	<b>EXECUTIVE STAFF REPORTS</b> (20 minutes)	
	A. Asst. Supt., Educational Services – Dr. Terry Deloria (5)	
	B. Interim Deputy Superintendent, Human Resources – Dr. Mark Kelly (5)	
	C. Assoc. Supt., Business & Fiscal Services/CFO – Ms. Janece Maez (5)	
	D. Interim Co-Superintendents – Dr. Chris King and Dr. Sylvia G. Rousseau (5)	
<b>X.</b>	<b>CONSENT CALENDAR</b> (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. <u>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.</u>	
	<b><u>Curriculum and Instruction</u></b>	
	A.02 Approval of Independent Contractors.....	3-4
	A.03 Overnight Field Trip(s) – 2015-16 .....	5
	A.04 Conference and Travel Approval / Ratification .....	6-7
	A.05 Textbooks .....	8
	A.06 Child Development Services Parent Handbook.....	9
	A.07 Child Development Services – SMMUSD Head Start Program Memorandum of Understanding .....	10-10b
	A.08 Approval of Special Education Contracts – 2016-2017 .....	11-13
	<b><u>Business and Fiscal</u></b>	
	A.09 Award of Purchase Orders – 2016-2017 .....	14-14e
	A.10 Award of Integrated Pest Management Program Services – Quote 2016.09 to IPM Tech – Year One of a Five-Year Contract.....	15
	<b><u>Facilities Improvement Projects</u></b>	
	A.11 Contract Amendment #43 for Additional Architectural Services for the Malibu Middle and High School Campus Improvements Project – HMC Architects – Measure BB .....	16-17

A.12	Contract Amendment \$43 for Professional Engineering and Site Survey Services – Santa Monica High School – Science & Technology Building and Site Improvements Project – Phase II – Psomas – Measure BB.....	18-19
A.13	Contract Amendment #03 to Orbach, Huff, Suarez, & Henderson LLP – Legal Services – Measure ES .....	20-21
A.14	Accept Work as Completed – Multiple Purchase Orders Projects – Capital Fund & Measure ES .....	22
A.15	Award of Contracts – Asbestos and Lead Survey Testing at Various Schools Districtwide – Alta Environmental – Measure ES .....	23
A.16	Award of Contract for Soil Sampling – Lincoln Middle School – Replacement of Classroom Building C & Site Improvements Project (Pkg 2) – Kroner Environmental – Measure BB .....	24
A.17	Award of Contract for CEQA Services – Santa Monica High School – Campus Plan Project – Michael Baker International – Measure ES .....	25
A.18	Award of Contract for Geotechnical Consultant Services – Santa Monica High School – Campus Plan Project – Leighton – Measure ES .....	26
A.19	Award of Contract for Phase I Environmental Services – Santa Monica High School – Campus Plan Project – AECOM – Measure ES .....	27
A.20	Award of Contract for Historical Resources Services – Santa Monica High School – Campus Plan Project – Historic Resources Group – Measure ES .....	28
A.21	Award of Contract for CEQA Consultant – Lincoln Middle School – Field and Quad Project – Michael Baker International – Measure ES .....	29
A.22	Award of Contract for In-plant Inspection Services of the Reloadable Modular Classrooms, Library and Restroom Buildings – Malibu Middle & High School – Campus Improvements Project – Joseph R. Renda Construction Services, Inc. – Measure BB .....	30
A.23	Contract Amendment #01 for Geotechnical Observation, Geotechnical Exploration, Testing / Special Inspection & Material Testing Services – Malibu Middle & High School – Campus Improvements Project – Leighton Consulting – Measure BB .....	31
A.24	Award of Contract for Subsurface Investigation & Imaging Services – Malibu Middle & High School – Campus Improvements Project – C-Below – Measure BB .....	32
A.25	Contract Amendment #42 for Survey Support on Call Services – Malibu Middle & High School – Campus Improvements Project – Psomas – Measure BB.....	33-34
A.26	Contract Amendment #35 – Lease Leaseback – Edison Language Academy – New Construction Project – Swinerton Builders – Measure BB .....	35-37
A.27	Contract Amendment #44 for Additional Services for the Malibu Middle & High School Campus Improvements Project – HMC Architects – Measure BB.....	38-39
<b><u>Personnel</u></b>		
A.28	Certificated Personnel – Elections, Separations.....	40-44
A.29	Classified Personnel – Merit .....	45-50
A.30	Classified Personnel – Non-Merit.....	51-52
A.31	Teaching Agreement.....	53

A.32	Administrative Appointment .....	54
	<i>Principal, Malibu High School</i>	

**General**

A.33	Adopt Resolution No. 16-04 - National Hispanic/Latino Heritage Month .....	55-56
A.34	Adopt Resolution No. 16-05 - Gann Amendment .....	57-58c
A.35	Adopt Resolution No. 16-06 - Authorizing the Issuance of the Santa Monica-Malibu Unified School District (Los Angeles County, California) 2016 General Obligation Refunding Bonds .....	59-61aj

**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 (75 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	Districtwide HVAC (Heating, Ventilation, and Air Conditioning) Study (45) .....	62
D.02	2016 Summer Construction Update (15) .....	63
D.03	College and Career Access Pathways MOU: A Dual Enrollment Partnership Agreement (15) .....	64-64v

**XIII. MAJOR ITEMS (40 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.36	Adopt Resolution No. 16-07 - In support of Proposition 51: The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (5) .....	65-67
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A.37	Adopt Resolution No. 16-08 - In support of Proposition 55: The California Children’s Education and Health Care Protection Act of 2016 (5) .....	68-70
A.38	Adopt Resolution No. 16-09 - In support of Proposition 56: The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (5) .....	71-73
A.39	Adopt Resolution No. 16-10 - In support of Proposition 58: The California Education for a Global Economy (EdGE) Initiative (5).....	74-76
A.40	2015-16 Unaudited Actual Financial Report (15).....	77-79
A.41	Nomination for CSBA Directors-at-Large Asian / Pacific Islander and Hispanic (5).....	80

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

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

I.01	Supplemental Textbook .....	81
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**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, September 20, 2016, at 5:30 p.m. in the **District Administrative Offices: 1651 16<sup>th</sup> Street, Santa Monica, CA.** The next regular meeting is scheduled for 5:30 p.m. on **Thursday, September 22, 2016.**

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

## SMMUSD Board of Education Meeting Schedule 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)	DO				Special Meeting: Joint Meeting w/ SMC Board of Trustees
9/22/16 (Th)	DO		X		
10/6/16 (Th)	M	X			
10/20/16 (Th)	DO		X		
11/3/16 (Th)	M	X			
11/17/16 (Th)	DO		X		
12/13/16 (T)	DO				Special Meeting: Retreat
12/15/16 (Th)	DO			X	
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			
3/16/17 (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, CA

### **Meeting Format Structures:**

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

If you will require accommodation to participate in the Board meeting, please notify the Superintendent's Office at least one day prior to the meeting.  
 Board of Education Special Meeting AGENDA: September 1, 2016

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

ACTION  
09/01/16

RECOMMENDATION NO. A.01

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

August 10, 2016

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





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## **STUDY SESSION**



TO: BOARD OF EDUCATION

STUDY SESSION

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: MEASURE ES PRELIMINARY BUDGET ALLOCATIONS

DISCUSSION ITEM NO. D.

Facility Improvements Program Staff has prepared a draft working budget for Measure ES planning purposes. The Measure ES base allocations are as follows:

Malibu:	\$77,000,000
Samohi:	\$180,000,000
Technology:	\$34,431,358
<u>Santa Monica, Other:</u>	<u>\$93,568,642</u>
Total:	\$385,000,000

Measure BB shortfalls will be funded from the appropriate allocations and are taken into account in the proposed draft working budget for Measure ES.

Interim Director of the Facility Improvement Projects Department, Carey Upton, and Bond Program Manager Consultant, Steve Massetti, will present the proposed Measure ES draft working budget and discuss the next steps and will be available for questions and discussion at the meeting.



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## **CONSENT ITEMS**



TO: BOARD OF EDUCATION

ACTION/CONSENT

08/10/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / 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/ Contract Dates</b>	<b>Description</b>	<b>Site</b>	<b>Funding (Measure BB)</b>
NONE			

<b>Contractor/ Contract Dates</b>	<b>Description</b>	<b>Site</b>	<b>Funding</b>
Talking in Circle, LLC  8/22/16 – 6/9/17  Not to Exceed: \$80,000	Provide to Santa Monica High School staff training in Restorative Justice Community Building	Educational Services	01-00030-0-11100-10000-5802-030-1300 (LCFF Supplemental Grant)
Consortium on Reaching Excellence in Education, Inc. (CORE)  9/1/16 - 5/31/17  Not to Exceed: \$29,935	CORE will continue to provide six days of mastery coaching support for literacy coaches and initial three-day training for new literacy coaches and technology (TOSAs)	Educational Services	01-00030-0-11100-10000-5802-030-1300 (LCAP)
Theresa Hancock  9/1/16 - 5/31/17  Not to Exceed: \$18,000	Provide the initial training for the Academic Vocabulary Toolkit. Additionally, Ms. Hancock will provide English 3D training and follow up support for elementary literacy and language interventionists and middle school teachers of the Literacy Support class for English learners.	Educational Services	01-42030-0-47600-10000-5220-035-1300 (Title III)
Janine Perkins-Ed Consulting  9/13/16 - 9/14/16 1/24/17 - 1/25/17  Not to Exceed: \$4,178	Meet with grade level teachers to examine data from spring 2016 SBAC summative assessment.	McKinley Elementary	01-30100-0-11100-10000-5802-004-41040 (Title I)
The Flippen Group  8/1/16 - 8/2/16  Not to Exceed: <del>\$52,000</del> <u>\$54,000</u>	To provide training for two day Management Team Retreat, up to 100 staff. <i>Correction on total amount for additional (5) participants.</i>	Educational Services	01-62640-0-11100-10000-5802-035-1300 (Educator Effectiveness)

Wendy Wax-Gellis 8/1/16 to 6/30/17 Not to exceed: \$1,500/day (Malibu schools) \$1,300/day (Santa Monica schools)	Assist in Principals' absences.	Superintendent Office	01-00000-0-00000-71500-5890-020-1200
Ed-Tech Support Kevin McKeown 7/1/15 to 6/30/16 Not To Exceed: \$60,000	To provide support for repairs to Macintosh computers as Directed by the Information Service Dept ( <b>Apple Certified</b> )	Information Services	01-00001-0-19100-21000-5802-054-2540

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / 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.

<b>School Grade # of students</b>	<b>Destination Dates of Trip</b>	<b>Principal / Teacher</b>	<b>Cost Funding Source</b>	<b>Subject</b>	<b>Purpose Of Field Trip</b>
McKinley Elementary  5 <sup>th</sup> Grade  95	Pali Institute Outdoor Education  03/15/17 - 03/17/17	S. Yakich / M. Sanschagrín / D.Talbott / P.Sinfield	\$ 300.00 Parent Fundraising/ Scholarships	Science	Outdoor science camp for 5 <sup>th</sup> grade students.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ / PAT HO

RE: CONFERENCE AND TRAVEL APPROVAL / RATIFICATION

RECOMMENDATION NO. A.04

It is recommended that the Board of Education approve/ratify the following Requests for Absence on District Business (Conference and Travel) forms.

COMMENTS: Entries are alphabetical, by employee last name. In addition to the employee's name and site/location, each entry contains the following information: name, location and date (s) of the conference, complete account code, fund and program names, and the total estimated cost as provided by the site administrator. The average cost for substitute teachers is \$130/day. This figure is furnished for informational purposes and does not reflect the actual amount paid for an individual substitute.)

<u>NAME</u> <u>SITE</u> Account Number Fund – Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
<u>BARTELHEIM, Evan</u> Educational Services 01-00000-0-19510-31600-5220-030-1300 General Fund- Function: Assessment	2016-2017 State & Federal Programs Directors' Meeting Downey, CA Various Dates	\$240
<u>CALDERA, Clare</u> Personnel Commission 01-00000-0-00000-74000-5220-027-2270 General Fund- Resource: Fiscal Services	Personnel Testing Council Luncheon/Workshop Los Angeles, CA August 24, 2016	\$30
<u>HERRERA, Mayra</u> Rogers Elementary 01-30100-0-11100-10000-5220-006-4060 General Fund- Resource: Title I Basic	USC Summer Gifted Institute 2016 Los Angeles, CA August 9, 2016	\$222
<u>KAPASI, Tahera</u> Adams Middle 01-00010-0-11100-10000-5220-011-4110 General Fund- Resource: Formula	AVID Science 1 Workshop Downey, CA November 1 – 2, 2016	\$400 <b>+1 SUB</b>
<u>LARIOS, Carmen</u> Fiscal Services 01-00000-0-00000-73100-5220-051-1501 General Fund- Function: Fiscal Services	Payroll-Oracle Accenture/PeopleSoft Training Downey, CA 8/11/16, 8/12/16, 8/23/16	\$75
<u>SANTIAGO, Marlene</u> Child Development Services 12-52101-0-85000-10000-5220-070-2700 Child Development Fund- Resource: Head Start – Basic	LACOE Head Start Santa Fe Springs, CA Various Dates	\$500
<u>TURNER, Amy</u> Rogers Elementary 01-00021-0-11100-10000-5220-006-4060 General Fund- Resource: SMMEF	USC Summer Gifted Institute By Dr. Kaplan Los Angeles, CA August 9, 2016	\$185

<u>WEBB, Suzanne</u> Human Resources 01-00000-0-00000-74000-5220-025-1250 General Fund- Function: Personnel/Human Resources	Association of California School Administrators Personnel Institute Sacramento, CA October 5 – 7, 2016	\$800
<u>WEBB, Suzanne</u> Human Resources 01-00000-0-00000-74000-5220-025-1250 General Fund- Function: Personnel/Human Resources	Association of California School Administrators Leadership Summit San Diego, CA November 10 – 12, 2016	\$800

<b>Adjustments</b> <i>(Preapproved expenses 10% in excess of approved costs that must be approved by Board/Changes in Personnel Attendance)</i>		
<u>LIEBERMAN, Laurie</u> Board President 01-00000-0-00000-71100-5220-020-1200 General Fund- Function: Board	CSBA 2016 Leadership Institute Sacramento, CA July 15 – 16, 2016	\$870 <b>PLUS AN OVERAGE OF \$500.20</b>

<b>Group Conference and Travel: In-State</b> <i>* a complete list of conference participants is on file in the Department of Fiscal Services</i>		
<u>GONZALEZ-CASTILLO, Irene</u> <u>+9 Additional Staff</u> Educational Services 01-62640-0-11100-10000-5220-035-1300 General Fund- Resource: Educator Effectiveness	Educator Colloquium- Reggio Approach Santa Monica, CA August 10, 11, 15, 2016	\$2,892

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

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

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA /  
ELLEN EDEBURN

RE: TEXTBOOKS

RECOMMENDATION NO. A.05

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

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

**High School AUTO SPECIALIZATION Textbooks:**

**Auto Fundamental 11<sup>th</sup> e.**

Martin W. Stockel, Martin T. Stockel, and Chris Johnson,  
Goodheart-Wilcox Publishing Co.  
ISBN 978-1-61960-820-7

**Auto Brakes 4<sup>th</sup> e.**

Chris Johanson and Martin T. Stockel  
Goodheart-Wilcox Publishing Co.  
ISBN 978-1-61960-731-6

**Auto Suspension and Steering 4<sup>th</sup> e.**

Chris Johanson and Martin T. Stockel  
Goodheart-Wilcox Publishing Co.  
ISBN 978-1-61960-715-6

**Auto Electricity and Electronics 6<sup>th</sup> e.**

James Duffy  
Goodheart-Wilcox Publishing Co.  
ISBN 978-1-61960-747-7

**Auto Engine Repair 6<sup>th</sup> e.**

James Duffy  
Goodheart-Wilcox Publishing Co.  
ISBN 978-1-61960-667-8

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA /  
ALICE CHUNG

RE: CHILD DEVELOPMENT SERVICES PARENT HANDBOOK

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the Child Development Services Parent Handbook for the preschool programs for fiscal year 2016-2017. The handbooks have been posted on the CDS web page: <http://www.smmusd.org/CDS/handbooks.html>.

COMMENT: The parent handbook include current State, County and District policies and procedures as well as program activities. Input was solicited from Child Development staff.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:





TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA /  
ALICE CHUNG

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

RECOMMENDATION NO. A.07

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

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

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

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

**I. AGREEMENT PARTIES:**

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

**II. AGREEMENT PERIODS:**

The terms of this agreement shall go into effect March 1<sup>st</sup>, 2016 through June 30, 2018. Terms of this agreement may be refined. Either party can terminate this agreement with 30 days written notice.

**III. PURPOSE OF AGREEMENT:**

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

**IV. INTENT OF PARTNER:**

This document represents the intent of the above mentioned parties to collaborate in delivering services to low-income families with children who are eligible for Head Start services.

**V. GENERAL RESPONSIBILITIES:**

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

**VI. RESPECTIVE RESPONSIBILITIES:**

CFDC will:

- A. Refer eligible children and families to SMMUSD Head Start.
- B. Accept referrals of eligible children and families from SMMUSD Head Start for CFDC mental health services, including assessment, treatment and appropriate referral and linkage.
- C. Provide information, training, and collaborative meeting opportunities with SMMUSD Head Start to ensure that children and families receive necessary educational, developmental and mental health services.
- D. Collaborate to avoid duplication of services and to ensure that children and families receive necessary services.
- E. Provide a fall and spring session of a 10-week social skills group for children ages 3-5 years old co-located at a Head Start location (i.e., *Bloom!* Group). When staffing allows, provide a co-occurring parent group.
- F. Provide a designated staff member to participate as needed in SMMUSD Head Start annual self-assessment activities (i.e., questionnaire, focus group, etc.).
- G. Provide designated staff member(s) to act as a mental health consultant in agreed-upon Head Start and SMMUSD classrooms. The mental health consultant's duties will be agreed upon by both parties and may include direct classroom-wide and individual intervention, collateral sessions with parents, direct support and coaching to teachers, collaboration with administrative and supervising SMMUSD staff, attendance at staff meetings, and staff and parent trainings.

SMMUSD Head Start will:

- A. Refer families and children to CFDC for child and family mental health services according to agreed upon process (outlined separately).
- B. SMMUSD Head Start will accept referrals by CFDC who may be eligible for Head Start services.
- C. Collaborate with CFDC in strengthening the effectiveness of prevention services through effective flow of information, by obtaining two-way release of information, if possible and appropriate, to ensure comprehensive service and collaboration.
- D. SMMUSD Head Start post fliers from CFDC and make CFDC information accessible to SMMUSD Head Start participants.
- E. Provide referrals to the social skills group and provide a location for the group to meet for 10 weeks in the fall and spring. Provide childcare for siblings of group members and parent support group when needed.
- F. SMMUSD Head Start will invite CFDC staff to participate in SMMUSD Head Start children's transition meetings as appropriate.
- G. Collaborate to identify classrooms appropriate for preschool mental health consultation and provide ongoing open communication regarding the effectiveness of consultation services. The duties of administrative and supervising staff in the preschool mental health consultation process will be determined by both parties and may include regular check-in meetings, open discussion of the interventions being implemented by the consultant, collaboration regarding consultant attendance at staff meetings, and collaboration regarding staff and parent trainings provided by consultant.

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

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

\_\_\_\_\_/\_\_\_\_\_  
Alice Chung, PhD, Director of Child Care and Development Services (date)  
Santa Monica-Malibu Unified School District

\_\_\_\_\_/\_\_\_\_\_  
Tasha Boucher, LMFT, Director of Early Childhood Intervention Services (date)  
Providence Saint John's Child and Family Development Center

\_\_\_\_\_/\_\_\_\_\_  
Rebecca Refuerzo, LCSW, Executive Director (date)  
Providence Saint John's Child and Family Development Center



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA /  
PAMELA KAZEE

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS – 2016-2017

RECOMMENDATION NO. A.08

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

**NPS**

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

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

Nonpublic School	# of students	Service Description	Contract Number	Cost Not to Exceed
Oak Grove	3223853752	NPS – RTC	4-SPED17025	\$20,339

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 8/10/2016		\$ 401,662
	Balance	\$ 1,898,338
Positive Adjustment (See Below)		\$ 0
		\$ 1,898,338
Total Amount for these Contracts		\$ 20,339
	Balance	\$ 1,877,999

Adjustment

NPS Budget 01-65000-0-57500-11800-5125-043-1400

NPS Budget 01-65120-0-57500-31400-5890-043-1400

There has been a reduction in authorized expenditures of NPS contracts for FY 2016/2017 in the amount of \$0 as of 8/10/2016.

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	Service Description	Contract Number	Cost Not to Exceed
Shabani Institute	1	BII	6-SPED17027	\$1,800

Amount Budgeted NPA 16/17		\$ 400,000
Prior Board Authorization as of 8/10/2016		\$ 9,000
	Balance	\$ 391,000
Positive Adjustment (See Below)		\$ 0
		\$ 391,000
Total Amount for these Contracts		\$ 1,800
	Balance	\$ 389,200

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 \$0 as of 8/10/2016.

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
Total Recall	1103200503	Real-time Captioning	19-SPED17028	\$62,010
Kristina Schumann	4431326185	Reading Instruction	1-SPED17001	\$4,180

Amount Budgeted Instructional Consultants 16/17		\$ 250,000
Amount Budgeted Instructional Consultants (33100) 16/17		\$ 0
Total Budgeted		\$ 250,000
Prior Board Authorization as of 8/10/2016		\$ 4,060
	Balance	\$ 245,940
Positive Adjustment (See Below)		\$ 0
		\$ 245,940
Total Amount for these Contracts		\$ 66,190
	Balance	\$ 179,750

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 8/10/2016.					
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	# of students / SSIN	Service Description	Contract Number	Cost Not to Exceed
Mari Davies, Ph.D.	9119532611	Psychoeducational IEE & IEP	20-SPED17033	\$5,500
Malibu Yellow Cab	9091761208	Transportation (taxi)	21-SPED17034	\$7,830
Malibu Yellow Cab	9091761208	Transportation (taxi)	22-SPED17035	\$8,208
Malibu Yellow Cab	5692744980	Transportation (taxi)	7-SPED17009	\$17,556
Harper Conflict Resolution LLC	N/A	ADR Presentation	18-SPED17024	\$375
Parent Reimbursement	7131049266	Therapeutic Visit - Youth Care of Utah	11-SPED16013	\$37.30
Parent Reimbursement	7750034324	Therapeutic Visit – Villa Santa Maria	21-SPED17034	\$1200

Amount Budgeted Non-Instructional Consultants 16/17		\$ 135,000
Prior Board Authorization as of 8/10/2016		\$ 82,814
	Balance	\$ 52,186
Positive Adjustment (See Below)		\$ 0
		\$ 52,186
Total Amount for these Contracts		\$ 40,706
	Balance	\$ 11,479

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 \$0 as of 8/10/2016.					
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

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 8/10/2016		\$ 22,000
	Balance	\$ 78,000
Positive Adjustment (See Below)		\$ 0
Total Amount for these Contracts		\$ 0
	Balance	\$ 78,000

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 8/10/2016.					
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

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
VIRGINIA I. HYATT

RE: AWARD OF PURCHASE ORDERS – 2016-17

RECOMMENDATION NO. A.09

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from August 3, 2016, through August 22, 2016, for fiscal year 2016-17.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

## PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF SEPTEMBER, 2016

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	
<b>*** NEW PURCHASE ORDERS ***</b>					
175531	22ND CENTURY MEDIA LLC	ADS MALIBU SURFSIDE NEWS	CURRICULUM AND IMC	585.00	U
175519	A Z BUS SALES INC	78 PASSENGER SCHOOL BUSES	TRANSPORTATION	326,188.00	U
174752	ACCO BRANDS USA LLC DBA GBC	MAINT.AGRMT. LAMINATOR LJM6044	LINCOLN MIDDLE SCHOOL	508.00	U
175787	ACCO ENGINEERED SYSTEMS INC	REPAIR BARNUM ROOFTOP UNIT#5	FACILITY MAINTENANCE	8,739.00	R
175540	ACCREDITING COMMISSION	MEMBERSHIP	SANTA MONICA HIGH SCHOOL	920.00	U
174697	ACHIEVE 3000	TECHNOLOGY RENEWAL	EDISON ELEMENTARY SCHOOL	18,550.00	U
175625	ACT RESEARCH SERVICES	ACT HS reports 2016/76	CURRICULUM AND IMC	250.00	U
175626	ACTIVE NETWORK INC., THE	Annual Maintenance	INFORMATION SERVICES	6,959.75	U
175673	ADAGER CORPORATION	Annual Maintenance	INFORMATION SERVICES	765.00	U
175752	ADVANTIDGE INC	PVC CARDS AND OVERCOAT DYE	FOOD SERVICES	394.83	F
175726	APLPD HOLDCO INC	ONSITE PORTABLE STORAGE CONTNR	WILL ROGERS ELEMENTARY SCHOOL	2,256.67	R
175599	APPLE COMPUTER CORP	APPLE IPAD AIR 2 & CART	SANTA MONICA HIGH SCHOOL	24,688.67	R
175645	APPLE COMPUTER CORP	Consumable Supplies/Repair	INFORMATION SERVICES	1,500.00	U
175491	ART MEETS TECHNOLOGY	INDEPENDENT CONTRACTOR/CONSULT	BOE/SUPERINTENDENT	50,000.00	U
175537	AT&T	PHONE SERVICE	SANTA MONICA HIGH SCHOOL	420.00	U
175557	AT&T	PHONE SERVICE	SANTA MONICA HIGH SCHOOL	420.00	U
175791	ATKINSON ANDELSON LOYA RUDD	LEGAL SERVICE COSTS	SPECIAL EDUCATION REGULAR YEAR	300,000.00	R
175679	B & H PHOTO VIDEO	MOTOROLA PORTABLE RADIOS	MCKINLEY ELEMENTARY SCHOOL	557.14	R
175490	BARNES & NOBLE/SANTA MONICA	BARNES AND NOBLE-ED SERVICES	STATE AND FEDERAL PROJECTS	2,294.57	R
175555	BICYCLE AMBULANCE	SECURITY BIKE REPAIR	SANTA MONICA HIGH SCHOOL	700.00	U
174675	BILINGUAL SOLUTIONS INC	STUDENT WORKBOOKS FOR SPN.RDG	EDISON ELEMENTARY SCHOOL	466.88	U
175747	BOOKSOURCE,THE	BOOKS PRK-TK CLASSROOM LIBRARY	CURRICULUM AND IMC	1,568.52	U
175777	BRIGHT IDEAS PRESS LLC	Workbooks for Helphand	FRANKLIN ELEMENTARY SCHOOL	436.08	R
175775	BSN SPORTS/SPORT SUPPLY GROUP	JAMS FLOOR PLATES	FACILITY MAINTENANCE	1,493.95	R
175719	C.A.T. SPECIALTIES INC	T-SHIRTS-REWARDS PROGRAM:CARES	WILL ROGERS ELEMENTARY SCHOOL	767.60	U
175520	CALIFORNIA COMMISSION ON	ANNUAL ACCREDITATION FEE-BTSA	PERSONNEL SERVICES	1,600.00	U
175680	CANON SOLUTIONS AMERICA INC	CANON COPIER MAINTENANCE AGMNT	MALIBU HIGH SCHOOL	4,447.06	U
175653	CANON SOLUTIONS AMERICA INC.	MAINTENANCE AGREEMENT	CHILD DEVELOPMENT CENTER	180.00	CD
175647	CDW-G COMPUTING SOLUTIONS	CONSUMABLE SUPPLIES	INFORMATION SERVICES	1,500.00	U
175641	CHEVRON U.S.A. INC.	VEHICLE FUEL	INFORMATION SERVICES	3,000.00	U
175710	CHUNG, ALICE	REIMBURSEMENT	CHILD DEVELOPMENT CENTER	80.00	CD
175705	CLASSROOM DIRECT	BLENDED LEARNING FURNITURE	WILL ROGERS ELEMENTARY SCHOOL	544.92	U
175565	CLEAN DIESEL SPECIALISTS	Open order for repairs	TRANSPORTATION	750.00	U
175487	COFFIN, LISA ANNE	MAINT. AGRMENT FOR MONEY MACH	FOOD SERVICES	450.00	F
175709	COLLEGE ENTRANCE EXAM BOARD	PSAT/NMSQT EPP 2016/17	CURRICULUM AND IMC	11,752.00	U
175553	COMPLETE BUSINESS SYSTEMS	COPIER SERVICE CALLS	SANTA MONICA HIGH SCHOOL	1,000.00	U
175508	COMPLETE OFFICE OF CA	FURNITURE GRADE 4 RM 18	FRANKLIN ELEMENTARY SCHOOL	246.38	R
175518	COMPLETE OFFICE OF CA	OFFICE SUPPLIES	SANTA MONICA HIGH SCHOOL	56.38	R
175597	COMPLETE OFFICE OF CA	OFFICE SUPPLIES	SANTA MONICA HIGH SCHOOL	3,000.00	U
175672	COMTRONICS	Board Room AV Service	INFORMATION SERVICES	502.50	U
175561	CUMMINS CAL PACIFIC INC	INNOV.BLDG GENERATOR SERVICE	FACILITY MAINTENANCE	592.00	R
175618	CUMMINS CAL PACIFIC INC	INSPECTION & MAINTENANCE	FACILITY MAINTENANCE	1,802.12	R
175584	CURRICULUM ASSOC INC	READY CCSS WRITING INSTRUCTION	WILL ROGERS ELEMENTARY SCHOOL	9,707.39	R
175607	DELORIA, TERRY	REIMBURSEMENT PRINC MEETING	CURRICULUM AND IMC	247.98	U
175393	DIAGNOSTICS DIRECT INC	NURSERY SUPPLIES	CHILD DEVELOPMENT CENTER	1,204.28	CD
175521	DIRECT SOURCE COMMUNICATIONS	John Adams Computer Lab Wiring	INFORMATION SERVICES	11,783.29	U
175650	DIRECT SOURCE COMMUNICATIONS	Fiber Cables New/Move	INFORMATION SERVICES	4,727.60	U
175774	DIRECT SOURCE COMMUNICATIONS	JAMS MARQUEE CABLING	FACILITY MAINTENANCE	3,405.28	R

## PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF SEPTEMBER, 2016

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	
174692	DISCOVERY EDUCATION	TECHNOLOGY RENEWAL	EDISON ELEMENTARY SCHOOL	4,595.00	U
175720	DISCOVERY EDUCATION	SCIENCE TECHBOOK SITE LICENSES	LINCOLN MIDDLE SCHOOL	15,975.00	R
175636	DLT SOLUTIONS LLC	Annual Maintenance Mailbox	INFORMATION SERVICES	313.95	U
175617	ECKHARTS TRAILER HITCH &	FOR TRAILER/VEHICLE PARTS	FACILITY MAINTENANCE	250.00	R
175691	FAGEN FRIEDMAN & FULFROST LLP	LEGAL COSTS	BOE/SUPERINTENDENT	200,000.00	U
175621	FOLLETT SCHOOL SOLUTIONS INC	INSTRUCTIONAL CONSUMABLES	FRANKLIN ELEMENTARY SCHOOL	7,545.78	R
175622	FOLLETT SCHOOL SOLUTIONS INC	Supplemental Consumables	FRANKLIN ELEMENTARY SCHOOL	490.91	R
175630	FOLLETT SCHOOL SOLUTIONS INC	Annual Maintenance Library Sys	INFORMATION SERVICES	39,999.00	U
175766	FOLLETT SCHOOL SOLUTIONS INC	Consumables Spelling	FRANKLIN ELEMENTARY SCHOOL	191.68	R
175644	FRY'S ELECTRONICS	CONSUMABLE SUPPLIES	INFORMATION SERVICES	1,500.00	U
175146	GALE SUPPLY CO	FACIAL TISSUES	LINCOLN MIDDLE SCHOOL	641.89	U
175483	GALE SUPPLY CO	Custodial Supplies for Barnum	THEATER OPERATIONS&FACILITY PR	2,869.72	R
175665	GOODWIN PROCTER LLP	GENERAL REAL ESTATE ADVICE	BUSINESS SERVICES	50,000.00	U
175505	HANCOCK, THERESA	ENGLISH LANGUAGE DEV WORKSHOP	STATE AND FEDERAL PROJECTS	3,000.00	R
175551	HEARTLAND PAYMENT SYSTEM	TECHNICAL SUPPORT & EQUIPMENT	FOOD SERVICES	9,726.00	F
175594	HEINEMANN	TEACHER RESOURCE BOOKS-5TH GR	WILL ROGERS ELEMENTARY SCHOOL	398.51	U
175725	HEINEMANN	Kits for Teachers for reading	FRANKLIN ELEMENTARY SCHOOL	1,096.82	U
175772	HEINEMANN	STICKY NOTE SUPPLIES FOR TC	ROOSEVELT ELEMENTARY SCHOOL	1,864.20	U
175523	HOME DEPOT- L.A.	OPEN ORDER/SUPPLIES	CHILD DEVELOPMENT CENTER	500.00	CD
175624	IDEAL COMPUTER SOUTH	Annual Maintenance HP System	INFORMATION SERVICES	19,086.00	U
175623	ILLUMINATE EDUCATION	Debra Russell presentation8/17	CURRICULUM AND IMC	750.00	U
175702	INTELLI-TECH	Monitors for Adriana	CURRICULUM AND IMC	610.25	U
175144	INTERNATIONAL PAPER	OPEN ORDER: PAPER	LINCOLN MIDDLE SCHOOL	7,500.00	R
175532	INTERNATIONAL PAPER	COPY PAPER	SANTA MONICA HIGH SCHOOL	236.95	U
175786	INTERNATIONAL PAPER	COPY PAPER	SANTA MONICA HIGH SCHOOL	137.77	U
175804	INTERNATIONAL PAPER	COPY PAPER	SANTA MONICA HIGH SCHOOL	4,403.06	U
175686	IRON MOUNTAIN INFORMATION MGMT	Courier Maintenance	INFORMATION SERVICES	2,400.00	U
175349	ISHLER DESIGN & ENGINEERING	Lighting Repair	THEATER OPERATIONS&FACILITY PR	600.00	R
175794	JW PEPPER OF LOS ANGELES	OPEN ORDER: MUSIC SUPPLIES	LINCOLN MIDDLE SCHOOL	4,000.00	R
175797	JW PEPPER OF LOS ANGELES	OPEN ORDER: MUSIC SUPPLIES	LINCOLN MIDDLE SCHOOL	1,000.00	R
175798	JW PEPPER OF LOS ANGELES	OPEN ORDER: MUSIC SUPPLIES	LINCOLN MIDDLE SCHOOL	2,500.00	R
175783	KI	MOBILE PED FOR ED SERVICES	CURRICULUM AND IMC	352.59	U
175602	KOMATSU FORKLIFT USA LLC	FORKLIFT SERVICE	FACILITY MAINTENANCE	260.63	R
175689	KYA SERVICES LLC	MOISTURE TEST DATA CENTER	FACILITY MAINTENANCE	200.00	R
175662	LA COUNTY DEPT OF HEALTH SVC	POOL OPERATING PERMITS	FACILITY MAINTENANCE	1,752.00	R
175605	LA LIBRERIA	PREK-TK SPANISH LANG BOOKS	CURRICULUM AND IMC	336.08	U
175560	LAGUNA CLAY COMPANY	ART SUPPLIES	SANTA MONICA HIGH SCHOOL	500.00	R
175503	LAKESHORE CURRICULUM	2 new rugs for classrooms	FRANKLIN ELEMENTARY SCHOOL	986.05	U
175593	LAKESHORE CURRICULUM	CLASSROOM RUGS - 4TH & 5TH	WILL ROGERS ELEMENTARY SCHOOL	2,958.21	U
175711	LAKESHORE CURRICULUM	CARPET FOR K CLASS - AGUILAR	JOHN MUIR ELEMENTARY SCHOOL	493.03	U
175733	LAKESHORE CURRICULUM	CLASSROOM CARPET	JOHN MUIR ELEMENTARY SCHOOL	493.03	U
175753	LAKESHORE CURRICULUM	COT SHEETS	GRANT ELEMENTARY SCHOOL	555.82	CD
175765	LAKESHORE CURRICULUM	Rug	FRANKLIN ELEMENTARY SCHOOL	297.47	U
175198	LIVING DIRECT INC	ICE MAKER-ATHLETIC FACILITIES	MALIBU HIGH SCHOOL	3,713.94	R
175631	MERIDIAN IT INC	Annual Maintenance Barracuda	INFORMATION SERVICES	7,378.20	U
175648	MERIDIAN IT INC	Unified Communication upgrade	INFORMATION SERVICES	175.00	U
175649	MERIDIAN IT INC	Data Center Upgrade	INFORMATION SERVICES	2,000.00	U
174681	MINDSET WORKS INC	TECHNOLOGY RENEWAL	EDISON ELEMENTARY SCHOOL	1,500.00	U
175368	MIRACLE RECREATION EQUIP CO	PLAYGROUND EQUIPMENT	CHILD DEVELOPMENT CENTER	29,316.01	CD
175703	MUSICIANS'S FRIEND INC	EAR PLUGS FOR MUSIC TEACHERS	CURRICULUM AND IMC	337.21	U

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF SEPTEMBER, 2016

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	
175004	NAPA AUTO PARTS	VEHICLE PARTS	FACILITY MAINTENANCE	500.00	R
175606	NELI'S INC	CATERING FOR CONVOCATION	STATE AND FEDERAL PROJECTS	13,569.97	R
175755	NELI'S INC	RECRUITMENT SUPPLIES	PERSONNEL SERVICES	1,500.00	U
175634	NEOPOST	Annual Maintenance Neopost	INFORMATION SERVICES	1,745.00	U
175609	NEOPOST USA INC	POSTAL METER RENTAL	PRINTING SERVICES	800.00	U
175716	NEWSELA INC	SITE LICENSE	LINCOLN MIDDLE SCHOOL	5,200.00	R
175554	NORTH STATE TRUCK EQUIPMENT	VEHICLE REPAIR	TRANSPORTATION	2,295.08	U
175550	OCCIDENTAL COLLEGE	presentation for convocation	STATE AND FEDERAL PROJECTS	1,000.00	R
175458	ORBACH HUFF SUAREZ &	GENERAL LEGAL COUNSEL SERVICES	BUSINESS SERVICES	125,000.00	U
175367	ORTCO INC.	PLAYGROUND EQUIPMENT	CHILD DEVELOPMENT CENTER	18,200.00	CD
175496	P & R PAPER SUPPLY CO	PAPER SUPPLIES FOR SCHOOLS	FOOD SERVICES	65,000.00	F
175643	PARIS LASER PRINTER REPAIR INC	REPAIR SERVICE	INFORMATION SERVICES	2,500.00	U
175510	PATTON'S METAL WORKING	Metal working	THEATER OPERATIONS&FACILITY PR	246.38	R
175790	PEARSON EDUCATION	TK WRITING BOOKS	CURRICULUM AND IMC	1,465.94	U
175564	POSTMASTER-SANTA MONICA	POSTAL PERMIT	SANTA MONICA HIGH SCHOOL	215.00	U
175576	PRIORITY MAILING SYSTEMS INC	MAINTENANCE AGREEMENT	PURCHASING/WAREHOUSE	2,331.00	U
175608	PRIORITY MAILING SYSTEMS INC	MAINTENANCE AGREEMENT	PRINTING SERVICES	4,341.00	U
175675	PRIORITY MAILING SYSTEMS INC	POSTAGE MACHINE SUPPLIES	PURCHASING/WAREHOUSE	324.36	U
175628	QSS	Annual Maintenance QSS	INFORMATION SERVICES	28,782.00	U
174706	RICOH USA INC.	MAINTENANCE AGREEMENT	EDISON ELEMENTARY SCHOOL	4,525.40	R
175461	RICOH USA INC.	MAINTENANCE AGREEMENT MP7503SP	PURCHASING/WAREHOUSE	4,094.00	U
175562	RICOH USA INC.	TO PAY COPIER OVERAGE	CURRICULUM AND IMC	2,455.98	U
175612	RICOH USA INC.	COPIER MAINTENANCE	PRINTING SERVICES	22,739.63	U
175764	RICOH USA INC.	ANNUAL COPY MACHINE RENEWAL	FACILITY MAINTENANCE	1,264.89	R
175768	RICOH USA INC.	Maintenance Agreement	FRANKLIN ELEMENTARY SCHOOL	6,324.14	R
175735	SANTA MONICA CHAMBER OF	ADVERTISING	BOE/SUPERINTENDENT	150.00	U
175002	SANTA MONICA FORD	MAINT. VEHICLE REPAIR	FACILITY MAINTENANCE	1,000.00	R
175572	SANTA MONICA FORD	REPAIR ON MAINTENANCE VEHICLE	FACILITY MAINTENANCE	977.42	R
175687	SANTA MONICA FORD	REPAIR OF MAINT.VEHICLE #38	FACILITY MAINTENANCE	2,278.75	R
175547	SANTA MONICA MALIBU PTA COUN	SUMMER ADVENTURE	CURRICULUM AND IMC	998.69	U
175003	SANTA MONICA MOTORS	MAINT.VEHICLE SERVICE	FACILITY MAINTENANCE	300.00	R
175233	SANTA MONICA MUSIC CTR	MUSIC SUPPLIES AND MATERIALS	CURRICULUM AND IMC	1,183.26	U
175800	SANTA MONICA MUSIC CTR	OPEN ORDER: BAND SUPPLIES	LINCOLN MIDDLE SCHOOL	2,000.00	R
174953	SCHOOL SPECIALTY INC	CLASSROOM STORAGE CABINET	MCKINLEY ELEMENTARY SCHOOL	1,200.65	R
175771	SCHOOL SPECIALTY INC	SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	857.98	U
175501	SEARS COMMERCIAL CREDIT SER	REFRIGERATOR FOR GRANT PRESCHL	GRANT ELEMENTARY SCHOOL	492.74	CD
175715	SEARS COMMERCIAL CREDIT SER	REFRIGERATOR	MCKINLEY ELEMENTARY SCHOOL	1,236.73	R
175712	SECURITY PLUMBING & HEATING	WATER FILL STATION	MCKINLEY ELEMENTARY SCHOOL	4,427.09	R
175558	SEHI COMPUTER PRODUCTS	INK	SANTA MONICA HIGH SCHOOL	3,000.00	U
175713	SEHI COMPUTER PRODUCTS	INK CARTRIDGES FOR PRINTERS	JOHN MUIR ELEMENTARY SCHOOL	366.51	U
175714	SEHI COMPUTER PRODUCTS	INK CARTRIDGES FOR SCHOOL	JOHN MUIR ELEMENTARY SCHOOL	600.00	U
175799	SHAR PRODUCTS COMPANY	OPEN ORDER: INSTR. MAINTENANCE	LINCOLN MIDDLE SCHOOL	2,000.00	R
175522	SIMON, MONICA	REIMBURSEMENT	CHILD DEVELOPMENT CENTER	100.00	CD
175566	SIR SPEEDY PRINTING #0245	BUSINESS CARDS - J.TOMA	PERSONNEL COMMISION	54.75	U
175586	SIR SPEEDY PRINTING #0245	BUSINESS CARDS	MALIBU HIGH SCHOOL	109.50	U
175654	SIR SPEEDY PRINTING #0245	POSTERS FOR PRINCIPAL	JOHN MUIR ELEMENTARY SCHOOL	100.00	U
175696	SIR SPEEDY PRINTING #0245	ADVERTISING	BOE/SUPERINTENDENT	2,000.00	U
175736	SIR SPEEDY PRINTING #0245	PRINTING SERVICE RELATED	CURRICULUM AND IMC	500.00	U
175738	SIR SPEEDY PRINTING #0245	PRINTING	SANTA MONICA HIGH SCHOOL	273.75	U
175740	SIR SPEEDY PRINTING #0245	PRINTING-CURRICULUM GUIDES	STATE AND FEDERAL PROJECTS	900.00	R
175793	SIR SPEEDY PRINTING #0245	OPEN ORDER: PRINTING SERVICES	LINCOLN MIDDLE SCHOOL	2,000.00	R

## PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF SEPTEMBER, 2016

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	
175796	SIR SPEEDY PRINTING #0245	OPEN ORDER: PRINTING SERVICES	LINCOLN MIDDLE SCHOOL	750.00	R
175392	SMART & FINAL	OPEN ORDER/SUPPLIES	CHILD DEVELOPMENT CENTER	100.00	CD
175498	SMART SOURCE OF CALIFORNIA LLC	VISITOR BADGES FOR SCHOOLS	STUDENT SERVICES	1,744.30	U
175792	SOUTHEASTERN PERFORMANCE	OPEN ORDER: PERFORMANCE ATTIRE	LINCOLN MIDDLE SCHOOL	2,000.00	R
175548	SOUTHERN CALIFORNIA DISPOSAL	DISPOSAL OF SOLID WASTE	GROUNDS MAINTENANCE	534.95	R
175781	SOUTHWEST SCHOOL SUPPLY	Classroom/office Supplies	CABRILLO ELEMENTARY SCHOOL	2,000.00	U
175789	SPARK PROGRAM	PE CURRICULUM	CURRICULUM AND IMC	2,921.43	U
175533	ST. MONICA CATHOLIC CHURCH	VENUE RENTAL PD RETREAT	STATE AND FEDERAL PROJECTS	1,055.00	R
175524	STAPLES BUSINESS ADVANTAGE	SUPPLIES	CHILD DEVELOPMENT CENTER	1,000.00	CD
175567	STAPLES BUSINESS ADVANTAGE	SUPPLIES	CHILD DEVELOPMENT CENTER	1,000.00	CD
175604	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	PT DUME ELEMENTARY SCHOOL	500.00	R
175638	STAPLES BUSINESS ADVANTAGE	SUPPLIES AND CONSUMABLES	INFORMATION SERVICES	2,000.00	U
175651	STAPLES BUSINESS ADVANTAGE	SUPPLIES	CHILD DEVELOPMENT CENTER	1,332.51	CD
175668	STAPLES BUSINESS ADVANTAGE	PREK-TK CLASSROOM SUPPLIES	CURRICULUM AND IMC	2,500.00	U
175701	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	2,000.00	U
175730	STAPLES BUSINESS ADVANTAGE	Open PO for supplies	FRANKLIN ELEMENTARY SCHOOL	5,000.00	U
175749	STAPLES BUSINESS ADVANTAGE	TONER/INK OFFICE	WILL ROGERS ELEMENTARY SCHOOL	850.00	U
175577	STAPLES/P-U/SANTA MONICA/WILSH	CLASSROOM SUPPLIES - A.TURNER	WILL ROGERS ELEMENTARY SCHOOL	300.00	U
175578	STAPLES/P-U/SANTA MONICA/WILSH	CLASSROOM SUPPLIES 4TH-KHALILI	WILL ROGERS ELEMENTARY SCHOOL	300.00	U
175579	STAPLES/P-U/SANTA MONICA/WILSH	CLASSROOM SUPPLIES -4TH-PIERCE	WILL ROGERS ELEMENTARY SCHOOL	300.00	U
175646	STAPLES/P-U/SANTA MONICA/WILSH	Open Supplies Walk In	INFORMATION SERVICES	1,000.00	U
175655	STAPLES/P-U/VENICE/LINCOLN BL	SUPPLIES FOR TEACHER/PREVETT	JOHN MUIR ELEMENTARY SCHOOL	200.00	U
175656	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	200.00	U
175732	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	230.00	U
175534	SUPERIOR FOODS	APRONS FOR CAFE STAFF	FOOD SERVICES	1,296.24	F
175616	TEACHER CURRICULUM INSTITUTE	history interactive notebooks	LINCOLN MIDDLE SCHOOL	5,049.45	R
175684	TECHSMITH CORPORATION	Annual Maintenance	INFORMATION SERVICES	206.45	U
175615	TEXTBOOK WAREHOUSE INC.	math textbooks	LINCOLN MIDDLE SCHOOL	6,751.11	R
175569	TOM JOHN TOWING	Open order for towing charges	TRANSPORTATION	1,645.00	U
175570	TOM JOHN TOWING	Towing charges	TRANSPORTATION	550.00	U
175528	TOUCHLINE SOFTWARE INC	STUDENT WORK PERMITS	SANTA MONICA HIGH SCHOOL	305.00	U
175813	TSF CONSTRUCTION SERVICES INC	FIX FLAGPOLE	FACILITY MAINTENANCE	3,200.00	R
175502	U S BANK (GOVT CARD SERVICES)	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	5,000.00	U
175504	U S BANK (GOVT CARD SERVICES)	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	1,000.00	U
175639	U S BANK (GOVT CARD SERVICES)	Various Credit Card Expenses	INFORMATION SERVICES	3,000.00	U
175683	U S BANK (GOVT CARD SERVICES)	BOOK ORDER LEARNING BY DOING	CURRICULUM AND IMC	1,746.88	U
175809	U S BANK (GOVT CARD SERVICES)	PHYSICAL THERAPY	SPECIAL EDUCATION REGULAR YEAR	5,436.43	R
175535	ULINE SHIPPING SUPPLIES	Box Trucks for Utility Workers	FACILITY OPERATIONS	734.73	U
175509	VIRCO MFG CORP	STUDENT DESKS & CHAIRS RM11	FRANKLIN ELEMENTARY SCHOOL	4,071.64	R
175721	VIRCO MFG CORP	BLENDED LEARNG FURNITURE:3/4/5	WILL ROGERS ELEMENTARY SCHOOL	2,251.76	U
175729	VIRCO MFG CORP	New Teacher Desk & Chair Stud.	FRANKLIN ELEMENTARY SCHOOL	517.06	U
175497	VISION COMMUNICATIONS	PORTABLE RADIOS FOR BARNUM	THEATER OPERATIONS&FACILITY PR	4,971.99	R
175785	W.W. GRAINGER INC.	WALL MOUNT FANS	FACILITY MAINTENANCE	2,790.06	R
175512	WASTE MGMT OF CALIF INC	WASTE DISPOSAL: DISTRICTWIDE	FACILITY MAINTENANCE	210,000.00	U
175812	WASTE MGMT OF CALIF INC	OPEN ORDER FOR EXTRA PICK UPS	FACILITY MAINTENANCE	3,000.00	U
175778	WATERLINE TECHNOLOGIES INC	GUARD CHAIRS	FACILITY MAINTENANCE	6,660.51	DF
175808	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	FACILITY OPERATIONS	50,000.00	U
175514	ZONAR SYSTEMS INC.	Annual Service - GPS tracking	TRANSPORTATION	16,551.72	U

\*\* NEW PURCHASE ORDERS 1,968,159.22

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF SEPTEMBER, 2016

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
<b>** FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES **</b>					
175516	APPLE COMPUTER CORP	APPLE-TEACHER TABLET	CURRICULUM AND IMC	12,032.15	ES
175517	APPLE COMPUTER CORP	APPLE-HS ENG.TEACHER LAPTOPS	CURRICULUM AND IMC	40,394.33	ES
175573	CDW-G COMPUTING SOLUTIONS	CDW-G-BELKIN ADAPTORS	CURRICULUM AND IMC	3,462.94	ES
175574	DIRECT SOURCE COMMUNICATIONS	DIRECT SOURCE-COMP LAB CABLING	CURRICULUM AND IMC	7,832.50	ES
175788	ECOBUILD INC	CORRIDOR REPAIRS	CHILD DEVELOPMENT CENTER	4,765.00	BB
175760	INTELLI-TECH	MONITORS	BUSINESS SERVICES	753.70	BB
175657	IVS COMPUTER TECHNOLOGY	RE-INSTALLATION	GRANT ELEMENTARY SCHOOL	26,679.80	ES
175678	IVS COMPUTER TECHNOLOGY	NEW TECHNOLOGY FOR CLASSROOMS	CURRICULUM AND IMC	452,461.86	ES
175761	IVS COMPUTER TECHNOLOGY	TECHNOLOGY RE-INSTALL	WILL ROGERS ELEMENTARY SCHOOL	19,444.60	ES
175600	JHN INC DBA COUSTIC-GLO	ACOUSTIC WORK	JOHN ADAMS MIDDLE SCHOOL	14,616.00	ES
175697	KING OFFICE SERVICES	MOVE MANAGEMENT	CABRILLO ELEMENTARY SCHOOL	144,919.20	ES
175698	KING OFFICE SERVICES	MOVE MANAGEMENT SERVICES	WILL ROGERS ELEMENTARY SCHOOL	189,234.00	ES
175699	KING OFFICE SERVICES	MOVE MANAGEMENT	GRANT ELEMENTARY SCHOOL	200,255.60	ES
175693	KYA SERVICES LLC	CARPET	JOHN ADAMS MIDDLE SCHOOL	20,670.65	ES
175770	LOBBYGUARD SOLUTIONS LLC	VISITOR MANAGEMENT	SANTA MONICA HIGH SCHOOL	1,350.00	BB
175767	NRC ENVIRONMENTAL SERVICES INC	LAB WASTE REMOVAL	SANTA MONICA HIGH SCHOOL	4,850.00	BB
175663	NSI LLC	YEARLY SERVICE RENEWAL	BUSINESS SERVICES	17,385.00	BB
175664	QWP DIRECT MAIL SVCS INC	SCAQMD MAILING	OLYMPIC CONTINUATION SCHOOL	1,816.88	BB
175694	SHOWCASE CONCRETE CORP	VEHICULAR PAVING	MALIBU HIGH SCHOOL	33,460.00	BB
175805	STATE OF CALIFORNIA	PLAN CHECK REVIEW FEE	SANTA MONICA HIGH SCHOOL	1,552.50	ES

**\*\* FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES 1,197,936.71**

TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF INTERGRATED PEST MANAGEMENT PROGRAM SERVICES – QUOTE 2016.09 TO IPM TECH – YEAR ONE OF A FIVE-YEAR CONTRACT

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve Quote 2016.09 for IPM Tech as the District's integrated pest management (IPM) vendor for the year 2016-2017, for the Food Services and Operations Departments in an amount not to exceed \$44,760.00. This will be year one of a five year contract

Funding Information

Budgeted: Yes  
Fund: 13, 01  
Source: Food Services, General Fund  
Account Number: 13-53100-0-00000-37000-5650-057-2570  
01-81500-0-00000-82000-5620-065-2604

COMMENTS: The District's previous contract expired for both Food & Nutrition Services and Operations Departments at the end of June 2016, and a new contract was required to replace the existing contract. Quotes were sent to four (4) service providers, four (4) attended the mandatory job walk. Three (3) quotes were received. Services provided will entail two sections: Part I – Food Services – all school kitchen sites and warehouse storage areas. Part II – Operations – all District sites in addition to rodent control at all Malibu sites.

<b><u>Contractor</u></b>	<b><u>Part 1 – Kitchens/Warehouse</u></b>	<b><u>Part II - Grounds</u></b>	<b><u>Total</u></b>
IPM Tech	\$12,000.00	\$32,760.00	\$44,760.00
Western Ext	\$17,820.00	\$61,200.00	\$79,020.00
A&I Pest Mgmt.	\$31,200.00	\$75,312.00	\$106,512.00

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





TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: CONTRACT AMENDMENT #43 FOR ADDITIONAL ARCHITECTURAL  
SERVICES FOR THE MALIBU MIDDLE AND HIGH SCHOOL CAMPUS  
IMPROVEMENTS PROJECT – HMC ARCHITECTS – MEASURE BB

RECOMMENDATION NO. A.11

It is recommended that the Board of Education approve Contract Amendment #43 with HMC Architects, to provide architectural and engineering services related to the design of exterior upgrades for Building E as part of the Malibu Middle and High School Improvements Project in the amount of \$88,454 for a total contract amount of \$8,256,642.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Project: Malibu HS, Campus Improvements Project  
Budget Category: Soft Costs \ Design Services \ Architects  
Friday Memo: 08/26/16

COMMENTS: Upon recommendation from the Malibu Subcommittee of the Facilities District Advisory Committee (FDAC-M) and after discussion with the Board Facilities Subcommittee, the District has requested a proposal from HMC to modify the scope of the planned project by adding exterior upgrades to the planned modernization of Building E, to be utilized in the event that Building E replacement becomes non-viable.

This amendment will increase the scope of HMC's work on the project and will include adding additional exterior upgrades to the existing Building E modernization project included in the previously approved DSA permit, as well as obtaining DSA permit approval through the Construction Change Directive process.

ORIGINAL CONTRACT AMOUNT (Programming/Schematic Design)	\$961,327
CONTRACT AMENDMENT #1 (Cabrillo SDC-IS)	\$87,995
CONTRACT AMENDMENT #2 (FF&E Standards)	\$92,400
CONTRACT AMENDMENT #3 (DD/CD/CA Malibu Project)	\$3,562,894
CONTRACT AMENDMENT #4 (Pt. Dume/Webster Safety)	\$157,588
CONTRACT AMENDMENT #5 (Malibu Project Public Meetings/EIR)	\$25,144
CONTRACT AMENDMENT #6 (Cabrillo Safety Project)	\$10,304
CONTRACT AMENDMENT #7 (Webster Parking Safety Project)	\$62,344
CONTRACT AMENDMENT #8 (Cabrillo Septic Study)	\$21,647
CONTRACT AMENDMENT #9 (Malibu right turn lane study)	\$68,256
CONTRACT AMENDMENT #10 (Malibu fire protection)	\$25,991
CONTRACT AMENDMENT #11 (Malibu field renderings)	\$8,046
CONTRACT AMENDMENT #12 (Malibu wastewater study)	\$62,037
CONTRACT AMENDMENT #13 (Malibu electrical)	\$34,428

*Continued on next page*

CONTRACT AMENDMENT #14 (Malibu EIR, Traffic, Parking)	\$372,321
CONTRACT AMENDMENT #15 (Webster fire alarm)	\$9,090
CONTRACT AMENDMENT #16 (Malibu, Additional Scope) _	\$228,405
CONTRACT AMENDMENT #17 (Malibu, Parking Lot "A")	\$57,340
CONTRACT AMENDMENT #18 (Cabrillo, Additional scope)	\$9,690
CONTRACT AMENDMENT #19 (OWTS, Webster)	\$57,330
CONTRACT AMENDMENT #20 (OWTS, Pt. Dume)	\$57,330
CONTRACT AMENDMENT #21 (Malibu HS, OWTS Construction Documents & CA)	\$245,375
CONTRACT AMENDMENT #22 (Structural investigation and design, Point Dume ES)	\$19,840
CONTRACT AMENDMENT #23 (CDP Exemption and Waivers, Malibu HS)	\$12,520
CONTRACT AMENDMENT #24 (DSA submittal for Access Review, Cabrillo ES Fencing)	\$3,700
CONTRACT AMENDMENT #25 (Separate Malibu FA into separate DSA & Bid Package)	\$69,210
CONTRACT AMENDMENT #26 (Additional Security Fencing, Gates, Erosion Control at Malibu HS)	\$83,090
CONTRACT AMENDMENT #27 (Cabrillo fencing and gate revisions)	\$7,065
CONTRACT AMENDMENT #28 (Webster, Parking and Drop-Off)	\$73,280
CONTRACT AMENDMENT #29 (Malibu, Campus Improvement)	\$8,000
CONTRACT AMENDMENT #30 (Malibu, Campus Improvement, EIR lighting study)	\$4,500
CONTRACT AMENDMENT #32 (Malibu HS, RWQCB, WDRs)	\$6,200
CONTRACT AMENDMENT #33 (Malibu HS, Fire Alarm, FCD)	\$7,315
CONTRACT AMENDMENT #34 (Malibu HS, SWPPP)	\$5,800
CONTRACT AMENDMENT #36 (Malibu HS, Coastal Development Permit, Hearing, redesign)	\$350,000
CONTRACT AMENDMENT #37 (Malibu HS, Redesign, OWTS Redesign)	\$444,444
CONTRACT AMENDMENT #38 (Malibu HS, Parking Lot Photo Renderings)	\$44,345
CONTRACT AMENDMENT #39 (Malibu HS, Wharf and Parking Lot E Design)	\$496,000
CONTRACT AMENDMENT #40 (Malibu HS, Parking lot/ESHA Light Meter Readings)	\$14,000
CONTRACT AMENDMENT #41 (Malibu HS, Building E Windows, Portables, Lean CA)	\$193,097
<del>CONTRACT AMENDMENT #42 (WPPFD Projects, Buildings D, F, G, H, I, and J, CA excluded)</del>	<del>\$286,749</del>
CONTRACT AMENDMENT #42 (Building E Replacement)	\$108,500
CONTRACT AMENDMENT #43 (Building E Exterior Upgrades)	\$88,454
<hr/> TOTAL CONTRACT AMOUNT:	<hr/> \$8,256,642

Malibu Stadium Lighting:

CONTRACT AMENDMENT #31 (Malibu, Stadium Lighting, Architectural Services)	\$56,260
CONTRACT AMENDMENT #35 (Malibu, Stadium Lighting, Architectural Services)	\$12,795
<hr/>	<hr/>
	\$69,055

This CA will be funded through the Program Reserve Shortage

A Friday Memo accompanies this item

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

TO: BOARD OF EDUCATION ACTION/CONSENT  
09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: CONTRACT AMENDMENT #43 FOR PROFESSIONAL ENGINEERING AND  
SITE SURVEY SERVICES – SANTA MONICA HIGH SCHOOL – SCIENCE &  
TECHNOLOGY BUILDING AND SITE IMPROVEMENTS PROJECT - PHASE II –  
PSOMAS - MEASURE BB

RECOMMENDATION NO. A.12

It is recommended that the Board of Education award PSOMAS Contract Amendment #43 for land surveying and utility detection services for design of a new temporary softball field on the Samohi campus at Sealy Field, in the amount of \$23,000, including reimbursable expenses for a total contract amount of \$1,258,330.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-015-2600  
Project: Samohi Campus Improvements, Softball Field  
Budget Category: Civil Engineering, Surveys/Investigation, Survey/Utility Mapping  
Friday Memo: 08/26/16

COMMENTS: In order to return softball to campus, it is necessary to locate the infield in what is now deep centerfield of Sealy Field (baseball). Design services for this work have already been awarded to an architect, but survey services are necessary for the execution of the design work. In addition, survey is needed in the area surrounding the new Innovation Building for the purpose of descoping the softball field from the original project. The District has requested a proposal from Psomas to provide survey services for these improvements.

The scope of work includes a topographic survey and utility detection. This Contract Amendment #43, for \$23,000 (including reimburseable expenses of \$1,500) will result in survey documents suitable for designing the required work. The revised total contract amount under the Psomas contract will be \$1,258,330.

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
Contract Amendment #10(Samohi survey)(A.16)	\$ 7,500
Contract Amendment #11(Lincoln survey)(A.17)	\$ 15,000

*Continued on next page*

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 #40 (Samohi Ramp/Stairs Design/Survey)	\$ 31,420
Contract Amendment #41 (Data Center/Administration Building)	\$ 3,500
Contract Amendment #42 (Malibu On-Call Services Agreement)	\$ 10,000
Contract Amendment #43 (Samohi Softball Survey)	\$ 23,000
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$1,258,330</b>

This CA will be funded through the Program Reserve Shortage

A Friday memo accompanies this item

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

TO: BOARD OF EDUCATION ACTION/CONSENT  
09/01/16  
FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI  
RE: CONTRACT AMENDMENT #03 TO ORBACH, HUFF, SUAREZ & HENDERSON  
LLP – LEGAL SERVICES – MEASURE ES

RECOMMENDATION NO. A.13

It is recommended that the Board of Education award Contract Amendment #03 to Orbach, Huff, Suarez & Henderson LLP for legal services including Measure ES general legal services, CEQA and entitlement services related to replacement of Building E at the MMHS campus, and CEQA and entitlement services related to JAMS Auditorium replacement in an amount not to exceed \$290,000.00, for a total contract amount of \$525,000.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90904-0-00000-85000-5820-XXX-2600 (General-\$150,000)  
85-90904-0-00000-85000-5820-010-2600 (MMHS-\$65,000)  
85-90904-0-00000-85000-5820-011-2600 (JAMS-\$75,000)  
Description: Legal Services

COMMENTS: On February 4, 2016, the Board of Education approved an Independent Contractor Contract (ICC) for Orbach, Huff, Suarez and Henderson LLP (OHS) in the amount of \$25,000.00 for legal services associated with Measure ES projects. On June 29, 2016 the BOE approved Amendment #01 in the amount of \$50,000.00 for Measure ES projects. On July 20, 2016, the BOE approved Amendment #02 in the amount of \$165,000 for CEQA and entitlement issues at Samohi and Lincoln Middle School, for a total approved contract amount of \$235,000.

Measure ES projects are currently in various stages of planning, design and construction. As such, the need for legal counsel has increased, particularly in dealing with project contractual issues, as well as oversight and management of the CEQA/entitlement process for planned projects such as the proposed replacement of Building E at Malibu Middle and High School and replacement of the John Adams Middle School Auditorium, which has been closed for two years due to structural concerns.

The District requested that OHS provide proposals for continued general Measure ES legal services as well as the legal services related to CEQA issues and actions for the Malibu Middle and High School Campus Improvements Project with regard to replacement of Building E, and the legal services related to CEQA issues and actions for the John Adams Middle School Auditorium replacement. The proposals are based on time and materials for a not to exceed amount of \$150,000 for general legal services, \$65,000.00 for MMHS CEQA legal services, and \$75,000 for JAMS Auditorium CEQA legal services.

ORIGINAL CONTRACT AMOUNT (legal services)	\$ 25,000.00
CONTRACT AMENDMENT #01 (legal services)	\$ 50,000.00
CONTRACT AMENDMENT #02 (Samohi Campus Plan, Lincoln Field)	\$160,000.00
CONTRACT AMENDMENT #03 (general legal services, MMHS Bldg E, JAMS Aud)	\$290,000.00
<u>TOTAL CONTRACT AMOUNT:</u>	<u>\$525,000.00</u>

A Friday memo will accompany this Board Item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: ACCEPT WORK AS COMPLETED – MULTIPLE PURCHASE ORDERS  
PROJECTS – CAPITAL FUND & MEASURE BB

RECOMMENDATION NO. A.14

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

Edison Language Academy New Construction Project

Vendor Name/Project	PO Number	Amount	Substantial Completion Date
Ecobuild Inc.	165631	\$22,038	8/2/16

Edison Language Academy New Construction Project

Vendor Name/Project	PO Number	Amount	Substantial Completion Date
AC Pros Inc.	175425	\$43,800	8/10/16

Malibu Middle and High School Campus Improvement Project

Vendor Name/Project	PO Number	Amount	Substantial Completion Date
Showcase Concrete Corporation	175017	\$44,379	7/29/16

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:





TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACTS – ASBESTOS AND LEAD SURVEY TESTING AT  
VARIOUS SCHOOLS DISTRICTWIDE – ALTA ENVIRONMENTAL – MEASURE  
ES

RECOMMENDATION NO. A.15

It is recommended that the Board of Education award contracts for Environmental Testing at various school sites District Wide to Alta Environmental in a not to exceed amount of \$50,000.00.

Funding Information

Budgeted: Yes

Fund: XX

Source: ES

Account Number: 85-90905-0-00000-85000-5890-008-2600 (Webster ES)  
85-90905-0-00000-85000-5890-002-2600 (Franklin ES)  
85-90905-0-00000-85000-5890-004-2600 (McKinley ES)  
85-90905-0-00000-85000-5890-007-2600 (Roosevelt ES)  
85-90905-0-00000-85000-5890-070-2600 (Washington West)  
85-90905-0-00000-85000-5890-010-2600 (Malibu HS)  
85-90905-0-00000-85000-5890-019-2600 (Pt. Dume ES)

Description: Soft Costs/Environmental Testing/Hazmat Monitoring

COMMENTS: District requested that Alta provide proposals for limited asbestos and lead survey at various school sites District Wide. Alta has provided costs to conduct a survey and testing for asbestos in all flooring materials, conduct testing for lead-based paint of all interior painted surfaces and exterior trim and will provide a report of the findings. The proposals received for each site and the costs associated are as follows:

Sites	Total
Webster ES	\$4,613.64
Franklin ES	\$4,348.64
McKinley ES	\$4,348.64
Roosevelt ES	\$5,526.19
Washington West	\$2,515.50
Malibu HS	\$9,083.30
Point Dume ES	\$5,863.80
“As-Needed” Allowance	\$13,700.29
<b>NOT TO EXCEED TOTAL</b>	<b>\$50,000.00</b>

It is recommended that the Board of Education award the contracts to Alta Environmental for each of the sites proposed in an amount not to exceed the total amount per site.

A Friday memo will accompany this Board Item.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR SOIL SAMPLING – LINCOLN MIDDLE SCHOOL  
– REPLACEMENT OF CLASSROOM BUILDING C & SITE IMPROVEMENTS  
PROJECT (PKG 2) – KRONER ENVIRONMENTAL – MEASURE BB

RECOMMENDATION NO. A.16

It is recommended that the Board of Education award a contract for soil sampling at Lincoln Middle School to Kroner Environmental Services, Inc. in an amount not to exceed \$17,890.00.

Funding Information

Budgeted: No  
Fund: 83  
Source: BB  
Account Number: 83-90500-0-00000-85000-5802-012-2600  
Description: Soft Costs/Geotechnical & Soils/Materials & Testing

COMMENTS: District requested that Kroner Environmental Services, Inc. conduct confirmation soil sampling at Lincoln Middle School. Kroner has provided costs to conduct soil sampling in accordance with applicable EPA sampling protocols. Soil samples will be collected for laboratory analysis and Kroner will provide a report of the findings. The proposal received included the 4 tasks as follows:

<b>Scope of Work</b>	<b>Total</b>
Task 1 – Work Plan	\$1,800.00
Task 2 – Mark Borings, Utility Locating & Pre-Field Activities	\$900.00
Task 3 – Sampling and Laboratory Analysis	\$11,990.00
Task 4 – Data Analysis and Report	\$3,200.00

It is recommended that the Board of Education award the contract to Kroner Environmental Services, Inc., in an amount not to exceed \$17,890.00.

Funding for this service will be through Program Reserve Shortage.

A Friday memo will accompany this Board Item.

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



TO: BOARD OF EDUCATION ACTION/CONSENT  
09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR CEQA SERVICES – SANTA MONICA HIGH  
SCHOOL – CAMPUS PLAN PROJECT – MICHAEL BAKER INTERNATIONAL –  
MEASURE ES

RECOMMENDATION NO. A.17

It is recommended that the Board of Education award a contract for CEQA services to Michael Baker International in an amount not to exceed \$285,530.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90904-0-00000-85000-5802-015-2600  
Description: CEQA Consultant/Professional Services

COMMENTS: District issued a RFQ/RFP to 3 firms on June 29, 2016, for a CEQA consultant to prepare an Environmental Impact Report, Mitigation Monitoring and Reporting Program, Findings, Statement of Overriding Considerations, and conduct associated activities pursuant to the California Environmental Quality Act (“CEQA”) for the Santa Monica High School Campus Plan Project. Responses were due July 14, 2016. District received 1 response from Michael Baker International; staff reviewed and evaluated the proposal received and it meets the requirements of the scope of work issued.

It is recommended that the Board of Education award the contract to Michael Baker International in an amount not to exceed \$285,530.

A Friday memo will accompany this Board Item.

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR GEOTECHNICAL CONSULTANT SERVICES –  
SANTA MONICA HIGH SCHOOL – CAMPUS PLAN PROJECT – LEIGHTON –  
MEASURE ES

RECOMMENDATION NO. A.18

It is recommended that the Board of Education award a contract for Geotechnical services to Leighton in an amount not to exceed \$16,335.00.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90904-0-00000-85000-5802-015-2600  
Description: Geotechnical Consultant/Professional Services

COMMENTS: District issued a RFQ/RFP to 3 firms on June 29, 2016, for a Geotechnical consultant to perform geotechnical and geological services for the Santa Monica High School Campus Plan Project. Responses were due July 14, 2016. District received 2 responses from Converse Consultants and Leighton; staff reviewed and evaluated the proposals received. Staff found Leighton's proposal most qualified.

It is recommended that the Board of Education award the contract to Leighton in an amount not to exceed \$16,335.

A Friday memo will accompany this Board Item.

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





TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR PHASE I ENVIRONMENTAL SERVICES –  
SANTA MONICA HIGH SCHOOL – CAMPUS PLAN PROJECT – AECOM –  
MEASURE ES

RECOMMENDATION NO. A.19

It is recommended that the Board of Education award a contract for Phase I Environmental services to AECOM in an amount not to exceed \$8,976.10.

Funding Information

Budgeted: Yes

Fund: 85

Source: ES

Account Number: 85-90904-0-00000-85000-5802-015-2600

Description: Phase I Environmental Consultant/Professional Services

COMMENTS: District issued a RFQ/RFP to 3 firms on June 29, 2016, for a Phase I Environmental consultant for environmental site assessment services for the Santa Monica High School Campus Plan Project. Responses were due July 14, 2016. District received 0 responses. District issued the RFQ/RFP to 3 more firms on July 20, 2016. Responses were due August 3, 2016. District received 1 response from AECOM; staff reviewed and evaluated the proposal received and it meets the requirements of the scope of work issued.

It is recommended that the Board of Education award the contract to AECOM in an amount not to exceed \$8,976.10

A Friday memo will accompany this Board Item.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



TO: BOARD OF EDUCATION ACTION/CONSENT  
09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR HISTORICAL RESOURCES SERVICES – SANTA  
MONICA HIGH SCHOOL – CAMPUS PLAN PROJECT – HISTORIC  
RESOURCES GROUP – MEASURE ES

RECOMMENDATION NO. A.20

It is recommended that the Board of Education award a contract for Historical Resources services to Historic Resources Group in an amount not to exceed \$19,300.00.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90904-0-00000-85000-5802-015-2600  
Description: Historical Resources Consultant/Professional Services

COMMENTS: District issued a RFQ/RFP to 2 firms on June 29, 2016, for a Historical Resources consultant to perform historical resources analysis and mitigation development services for the Santa Monica High School Campus Plan Project. Responses were due July 14, 2016. District received 1 response from Historic Resources Group; staff reviewed and evaluated the proposal received and it meets the requirements of the scope of work issued.

It is recommended that the Board of Education award the contract to Historic Resources Group in an amount of \$19,300.

A Friday memo will accompany this Board Item.

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR CEQA CONSULTANT – LINCOLN MIDDLE  
SCHOOL – FIELD AND QUAD PROJECT – MICHAEL BAKER INTERNATIONAL  
– MEASURE ES

RECOMMENDATION NO. A.21

It is recommended that the Board of Education award a contract for CEQA services to Michael Baker International in an amount not to exceed \$76,740.00.

Funding Information

Budgeted: Yes  
Fund: 85  
Source: ES  
Account Number: 85-90904-0-00000-85000-5802-012-2600  
Description: CEQA Consultant/Professional Services

COMMENTS: District issued a RFQ/RFP to 3 firms on July 20, 2016, for a CEQA consultant to prepare a Subsequent Mitigated Negative Declaration (“SMND”), revised Mitigation Monitoring and Reporting Program, and conduct related activities pursuant to the California Environmental Quality Act (“CEQA”) for the proposed changes to the Lincoln Middle School Replacement of Classroom Building C, Modernization and Site Improvements Project (“Proposed Project Changes”). Responses were due August 3, 2016. District received 1 response from Michael Baker International; staff reviewed and evaluated the proposal received and it meets the requirements of the scope of work issued.

It is recommended that the Board of Education award the contract to Michael Baker International in an amount not to exceed \$76,740.

A Friday memo will accompany this Board Item.

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



TO: BOARD OF EDUCATION ACTION/CONSENT  
09/1/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR IN-PLANT INSPECTION SERVICES OF THE  
RELOCATABLE MODULAR CLASSROOMS, LIBRARY AND RESTROOM  
BUILDINGS – MALIBU MIDDLE & HIGH SCHOOL – CAMPUS IMPROVEMENTS  
PROJECT – JOSEPH R. RENDA CONSTRUCTION SERVICES, INC. –  
MEASURE BB

RECOMMENDATION NO. A.22

It is recommended that the Board of Education approve Award of Contract with Joseph R. Renda Construction Services, Inc., to provide In-plant Inspection services of relocatable buildings for the Malibu Middle High School Campus Improvement Project in the amount not to exceed \$19,050.00.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Budget Category: Soft Costs\Testing & Inspection  
DSA #: 03-113456  
Friday Memo: 08/26/2016

COMMENTS: Joseph R. Renda Construction Services, Inc. will perform in-plant welding and fabrication inspections for the modular classrooms, restroom buildings and new library building. This contract is for a not to exceed amount of \$19,050 for in-plant inspection services of the relocatable buildings, otherwise known as the “Wharf Relocatable” for the Malibu Middle High School.

ORIGINAL CONTRACT	\$19,050.00
TOTAL	\$19,050.00

Funding for this item will be through Program Reserve Shortage

A Friday Memo accompanies this item

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





TO: BOARD OF EDUCATION ACTION/CONSENT  
09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: CONTRACT AMENDMENT #01 FOR GEOTECHNICAL OBSERVATION,  
GEOTECHNICAL EXPLORATION, TESTING/SPECIAL INSPECTION  
& MATERIAL TESTING SERVICES – MALIBU MIDDLE & HIGH SCHOOL -  
CAMPUS IMPROVEMENTS PROJECT – LEIGHTON CONSULTING –  
MEASURE BB

RECOMMENDATION NO. A.23

It is recommended that the Board of Education approve Contract Amendment No.01 for Leighton Consulting, Inc. to provide geotechnical observation, geotechnical exploration, special inspection and material testing services for the Malibu Middle and High School – Campus Improvements Project (New Parking Lot E, New MDF/IT Room, Wharf Utilities at MMHS, and Wharf Utilities at Juan Cabrillo Elementary School) in the amount of \$197,510.00 for a total contract amount of \$212,120.

Funding Information

Budgeted: Yes  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Budget Category: Soft Costs\Geotechnical & Soils\Materials & Testing  
DSA #: 03-113456  
Friday Memo: 08/26/2016

COMMENTS: Geotechnical observation, geotechnical exploration, special inspection & material testing services are required for the Malibu Middle and High School and Juan Cabrillo Elementary School Campus Improvement Project (New Parking Lot E, New MDF/IT Room and Wharf Site Utilities). Leighton Consulting has performed previous geotechnical technical services and currently serves as the official geotechnical engineer.

This contract is for geotechnical observation, geotechnical exploration, special inspections and materials testing prior to and during the construction of the New Parking Lot E, New MDF/IT Room and Wharf Site Utilities at Malibu Middle and High School and Juan Cabrillo Elementary School.

ORIGINAL CONTRACT	\$14,610
CONTRACT AMENDMENT No.1	\$197,510
TOTAL	\$212,120

A Friday Memo accompanies this item.

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



TO: BOARD OF EDUCATION ACTION/CONSENT  
09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: AWARD OF CONTRACT FOR SUBSURFACE INVESTIGATION & IMAGING  
SERVICES – MALIBU MIDDLE & HIGH SCHOOL – CAMPUS IMPROVEMENTS  
PROJECT – C-BELOW – MEASURE BB

RECOMMENDATION NO. A.24

It is recommended that the Board of Education approve the award of contract for subsurface investigation and imaging services for the Malibu Middle High School Campus Improvements Project to C-Below in an amount not to exceed \$30,000.

Funding Information

Budgeted: Yes  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Budget Category: Soft Costs\Geotechnical & Soils\Materials & Testing  
DSA #: 03-113456  
Friday Memo: 08/26/2016

COMMENTS: C-Below will conduct comprehensive subsurface investigation and imaging services for all utilities to include spray paint markings, CAD map results identifying depths of utilities every 100 feet for Phase 3 Wharf Utilities at Malibu Middle High School and for Phase 7 Building A, B, & C. C-Below will also provide on-call services for the following phases; Phase 1 – New Parking Lot E, Phase 2 – The IT Room, and Phase 4 – Wharf Utilities at Juan Cabrillo ES.

<u>ORIGINAL CONTRACT</u>	\$30,000.00
TOTAL	\$30,000.00

A Friday Memo accompanies this item.

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



TO: BOARD OF EDUCATION ACTION/CONSENT  
09/1/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: CONTRACT AMENDMENT #42 FOR SURVEY SUPPORT ON CALL SERVICES  
– MALIBU MIDDLE & HIGH SCHOOL – CAMPUS IMPROVEMENTS PROJECT  
PSOMAS – MEASURE BB

RECOMMENDATION NO. A.25

It is recommended that the Board of Education award PSOMAS Contract Amendment #42 for survey support services as part of an on call service agreement for the Malibu Middle High School Campus Improvements Project in an amount not to exceed \$10,000 for a total contract amount of \$1,235,330.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Budget Category: Soft Costs\Geotechnical & Soils\Materials & Testing  
DSA #: 03-113456

COMMENTS: Psomas will survey and stake out the proposed location of temporary wharf relocatables at both Malibu Middle High School and Juan Cabrillo Elementary School. This contract is for not to exceed \$10,000.00 for survey support prior to placement of the wharf relocatables.

*(continued on next page)*

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
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
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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 #40 (Samohi Ramp/Stairs Design/Survey)	\$ 33,420
Contract Amendment #41 (Samohi Ramp/Stairs Design/Survey)	\$ 3,500
Contract Amendment #42 (Malibu Call Service Agreement)	\$ 10,000
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$1,235,330</b>

This CA will be funded through the Program Reserve Shortage

A Friday Memo accompanies this item.

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

TO: BOARD OF EDUCATION

ACTION CONSENT

9/01/2016

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: CONTRACT AMENDMENT #35 – LEASE LEASEBACK - EDISON LANGUAGE  
ACADEMY - NEW CONSTRUCTION PROJECT - SWINERTON BUILDERS -  
MEASURE BB

RECOMMENDATION NO. A.26

It is recommended that the Board of Education approve Change Order No. 35 to Swinerton Builders for - Edison Language Academy - New Construction Project - in an amount not to exceed \$195,831.00 for a total contract amount of \$36,789,053.32 and 0 days of schedule impact.

Funding Information

Budgeted: No  
Fund: 81  
Source: Measure BB  
Account Number: 81-90500-00000-85000-6200-001-2600  
Budget Category: Construction Contracts  
DSA #: 03-112999  
Friday Memo: 8/26/2016

COMMENTS: On July 20, 2011, the District awarded Swinerton Builders the Lease Leaseback contract for the Edison Language Academy – New Construction Project in the amount of \$32,848,118.00.

Change Order #35 is to negotiate and resolve all change orders, proposed change orders and other claims for compensation which have been or could have been asserted by certain subcontractors to Swinerton Builders for work performed or costs incurred up to and including July 15, 2016. The subcontractors and the negotiated amounts, which include Swinerton's associated fees and bonding/insurance amounts, to be paid by the District to Swinerton Builders for payment to the subcontractors.

*(continued on the next page)*

Change Order No. 35 includes 4 Proposed Change Orders (PCOs) which are not reflected in the Construction Documents.

Change Order No. 35 includes the following changes to the terms of the contract:

ORIGINAL CONTRACT AMOUNT.....	\$32,848,118.00
CHANGE ORDER NO. 1.....	93,232.00
CHANGE ORDER NO. 2.....	74,000.00
CHANGE ORDER NO. 3.....	76,746.00
CHANGE ORDER NO. 4.....	86,815.00
CHANGE ORDER NO. 5.....	68,372.00
CHANGE ORDER NO. 6.....	38,766.00
CHANGE ORDER NO. 7.....	72,552.00
CHANGE ORDER NO. 8.....	3,599.00
CHANGE ORDER NO. 9.....	73,414.00
CHANGE ORDER NO. 10.....	153,438.00
CHANGE ORDER NO. 11.....	223,597.00
CHANGE ORDER NO. 12.....	154,607.00
CHANGE ORDER NO. 13.....	70,770.00
CHANGE ORDER NO. 14.....	106,490.00
CHANGE ORDER NO. 15.....	106,096.00
CHANGE ORDER NO. 16.....	41,967.18
CHANGE ORDER NO. 17.....	343,247.13
CHANGE ORDER NO. 18.....	175,114.01
CHANGE ORDER NO. 19.....	188,621.07
CHANGE ORDER NO. 20.....	195,844.55
CHANGE ORDER NO. 21.....	43,445.80
CHANGE ORDER NO. 22.....	112,605.00
CHANGE ORDER NO. 23.....	155,713.07
CHANGE ORDER NO. 24.....	(14,819.87)
CHANGE ORDER NO. 25.....	356,200.00
CHANGE ORDER NO. 26.....	68,402.69
CHANGE ORDER NO. 27.....	69,281.38
CHANGE ORDER NO. 28.....	94,551.52
CHANGE ORDER NO. 29.....	87,489.06
CHANGE ORDER NO. 30.....	57,608.57
CHANGE ORDER NO. 31.....	140,954.78
CHANGE ORDER NO. 32.....	79,421.81
CHANGE ORDER NO. 33.....	92,846.18
CHANGE ORDER NO. 34.....	54,114.39
<u>CHANGE ORDER NO. 35.....</u>	<u>195,831.00</u>
TOTAL CONTRACT AMOUNT.....	\$36,789,051.32

*(continued on the next page)*



Change Order No. 35 includes no increase to the Contract Time:

ORIGINAL CONTRACT TIME .....	1,054 Days
CHANGE ORDER NO. 1: .....	0 Days
CHANGE ORDER NO. 2: .....	0 Days
CHANGE ORDER NO. 3: .....	3 Days
CHANGE ORDER NO. 4: .....	0 Days
CHANGE ORDER NO. 5: .....	0 Days
CHANGE ORDER NO. 6: .....	0 Days
CHANGE ORDER NO. 7: .....	0 Days
CHANGE ORDER NO. 8: .....	0 Days
CHANGE ORDER NO. 9: .....	0 Days
CHANGE ORDER NO. 10: .....	0 Days
CHANGE ORDER NO. 11: .....	0 Days
CHANGE ORDER NO. 12: .....	0 Days
CHANGE ORDER NO. 13: .....	0 Days
CHANGE ORDER NO. 14: .....	0 Days
CHANGE ORDER NO. 15: .....	0 Days
CHANGE ORDER NO. 16: .....	0 Days
CHANGE ORDER NO. 17: .....	0 Days
CHANGE ORDER NO. 18: .....	0 Days
CHANGE ORDER NO. 19: .....	0 Days
CHANGE ORDER NO. 20: .....	0 Days
CHANGE ORDER NO. 21: .....	0 Days
CHANGE ORDER NO. 22: .....	0 Days
CHANGE ORDER NO. 23: .....	0 Days
CHANGE ORDER NO. 24: .....	0 Days
CHANGE ORDER NO. 25: .....	0 Days
CHANGE ORDER NO. 26: .....	0 Days
CHANGE ORDER NO. 27: .....	0 Days
CHANGE ORDER NO. 28: .....	0 Days
CHANGE ORDER NO. 29: .....	0 Days
CHANGE ORDER NO. 30: .....	0 Days
CHANGE ORDER NO. 31: .....	0 Days
CHANGE ORDER NO. 32: .....	0 Days
CHANGE ORDER NO. 33: .....	0 Days
CHANGE ORDER NO. 34: .....	0 Days
<u>CHANGE ORDER NO. 35: .....</u>	<u>0 Days</u>

TOTAL CONTRACT AMOUNT: .....1,057 Days

Funding for this Change Order will be through Program Reserve Shortage

A Friday Memo accompanies this item.

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



TO: BOARD OF EDUCATION CONSENT  
09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: CONTRACT AMENDMENT #44 FOR ADDITIONAL SERVICES FOR THE  
MALIBU MIDDLE AND HIGH SCHOOL CAMPUS IMPROVEMENTS PROJECT –  
HMC ARCHITECTS – MEASURE BB

RECOMMENDATION NO. A.27

It is recommended that the Board of Education approve Contract Amendment #44 with HMC Architects, to provide services related to the Native Tree Monitoring Report as part of the Malibu Middle and High School Improvements Project in the amount of \$4,500 for a total contract amount of \$8,547,891.

Funding Information

Budgeted: No  
Fund: 83  
Source: Measure BB  
Account Number: 83-90500-0-00000-85000-5802-010-2600  
Project: Malibu HS, Campus Improvements Project  
Budget Category: Soft Costs \ Design Services \ Architects  
Friday Memo: 08/26/16

COMMENTS: In compliance with the requirements for the Coastal Development Permit, the District was required to perform certain work related to the Native Tree Monitoring Report. The District requested that HMC obtain the services of a qualified arborist to perform these services. This amendment will increase the scope of HMC’s work on the project and will include provision of arborist services as required to accomplish the Native Tree Monitoring Report for Project Coastal Commission approval.

ORIGINAL CONTRACT AMOUNT (Programming/Schematic Design)	\$961,327
CONTRACT AMENDMENT #1 (Cabrillo SDC-IS)	\$87,995
CONTRACT AMENDMENT #2 (FF&E Standards)	\$92,400
CONTRACT AMENDMENT #3 (DD/CD/CA Malibu Project)	\$3,562,894
CONTRACT AMENDMENT #4 (Pt. Dume/Webster Safety)	\$157,588
CONTRACT AMENDMENT #5 (Malibu Project Public Meetings/EIR)	\$25,144
CONTRACT AMENDMENT #6 (Cabrillo Safety Project)	\$10,304
CONTRACT AMENDMENT #7 (Webster Parking Safety Project)	\$62,344
CONTRACT AMENDMENT #8 (Cabrillo Septic Study)	\$21,647
CONTRACT AMENDMENT #9 (Malibu right turn lane study)	\$68,256
CONTRACT AMENDMENT #10 (Malibu fire protection)	\$25,991
CONTRACT AMENDMENT #11 (Malibu field renderings)	\$8,046
CONTRACT AMENDMENT #12 (Malibu wastewater study)	\$62,037
CONTRACT AMENDMENT #13 (Malibu electrical)	\$34,428
CONTRACT AMENDMENT #14 (Malibu EIR, Traffic, Parking)	\$372,321
CONTRACT AMENDMENT #15 (Webster fire alarm)	\$9,090
CONTRACT AMENDMENT #16 (Malibu, Additional Scope) _	\$228,405
CONTRACT AMENDMENT #17 (Malibu, Parking Lot “A”)	\$57,340
CONTRACT AMENDMENT #18 (Cabrillo, Additional scope)	\$9,690
CONTRACT AMENDMENT #19 (OWTS, Webster)	\$57,330
CONTRACT AMENDMENT #20 (OWTS, Pt. Dume)	\$57,330
CONTRACT AMENDMENT #21 (Malibu HS, OWTS Construction Documents & CA)	\$245,375

CONTRACT AMENDMENT #22 (Structural investigation and design, Point Dume ES)	\$19,840
CONTRACT AMENDMENT #23 (CDP Exemption and Waivers, Malibu HS)	\$12,520
CONTRACT AMENDMENT #24 (DSA submittal for Access Review, Cabrillo ES Fencing)	\$3,700
CONTRACT AMENDMENT #25 (Separate Malibu FA into separate DSA & Bid Package)	\$69,210
CONTRACT AMENDMENT #26 (Additional Security Fencing, Gates, Erosion Control at Malibu HS)	\$83,090
CONTRACT AMENDMENT #27 (Cabrillo fencing and gate revisions)	\$7,065
CONTRACT AMENDMENT #28 (Webster, Parking and Drop-Off)	\$73,280
CONTRACT AMENDMENT #29 (Malibu, Campus Improvement)	\$8,000
CONTRACT AMENDMENT #30 (Malibu, Campus Improvement, EIR lighting study)	\$4,500
CONTRACT AMENDMENT #32 (Malibu HS, RWQCB, WDRs)	\$6,200
CONTRACT AMENDMENT #33 (Malibu HS, Fire Alarm, FCD)	\$7,315
CONTRACT AMENDMENT #34 (Malibu HS, SWPPP)	\$5,800
CONTRACT AMENDMENT #36 (Malibu HS, Coastal Development Permit, Hearing, redesign)	\$350,000
CONTRACT AMENDMENT #37 (Malibu HS, Redesign, OWTS Redesign)	\$444,444
CONTRACT AMENDMENT #38 (Malibu HS, Parking Lot Photo Renderings)	\$44,345
CONTRACT AMENDMENT #39 (Malibu HS, Wharf and Parking Lot E Design)	\$496,000
CONTRACT AMENDMENT #40 (Malibu HS, Parking lot/ESHA Light Meter Readings)	\$14,000
CONTRACT AMENDMENT #41 (Malibu HS, Building E Windows, Portables, Lean CA)	\$193,097
CONTRACT AMENDMENT #42 (Building E Replacement)	\$108,500
CONTRACT AMENDMENT #43 (Building E Exterior Upgrades)	\$88,454
CONTRACT AMENDMENT #44 (Native Tree Monitoring Report)	\$4,500
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$8,261,142</b>

Malibu Stadium Lighting:

CONTRACT AMENDMENT #31 (Malibu, Stadium Lighting, Architectural Services)	\$56,260
CONTRACT AMENDMENT #35 (Malibu, Stadium Lighting, Architectural Services)	\$12,795
	<b>\$69,055</b>

Funding for this CA will be through Program Reserve Shortage

A Friday memo accompanies this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / MARK O. KELLY

RE: CERTIFICATED PERSONNEL – Elections, Separations

RECOMMENDATION NO. A.28

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

**ADDITIONAL ASSIGNMENTS**

**ADAMS MIDDLE SCHOOL**

Shockley, Walter	184 hrs @\$90.79	8/17/16-6/9/17	<u>Own Hrly/\$16,705</u>
			TOTAL ESTABLISHED HOURLY \$16,705

Comment: Physical Education Class  
01-Unrestricted Resource

**EDUCATIONAL SERVICES**

Ervin, Jordan	6 hrs @\$44.60	6/16/16-6/17/16	Est Hrly/\$268
Lipetz, Sarah	6 hrs @\$44.60	6/16/16-6/17/16	Est Hrly/\$268
Seikali, Nahla	6 hrs @\$44.60	6/16/16-6/17/16	Est Hrly/\$268
Stowell, Rachel	6 hrs @\$44.60	6/16/16-6/17/16	<u>Est Hrly/\$268</u>
			TOTAL ESTABLISHED HOURLY \$1,072

Comment: Summer School Teacher Training – Malibu  
01-Educator Effectiveness  
(2015-16 Budget)

Meek, Dorie	6 hrs @\$37.53	8/15/16-8/17/16	Own Hrly/\$225
Reed, Flavia	6 hrs @\$37.53	8/15/16-8/17/16	Own Hrly/\$225
Romo, Patti	6 hrs @\$37.27	8/15/16-8/17/16	Own Hrly/\$224
Stickney, Emalee	6 hrs @\$28.83	8/15/16-8/17/16	<u>Own Hrly/\$173</u>
			TOTAL OWN HOURLY \$847

Comment: Reggio Training  
01-Educator Effectiveness

Meek, Dorie	8 hrs @\$37.53	7/11/16-8/11/16	Own Hrly/\$300
Reed, Flavia	8 hrs @\$37.53	7/11/16-8/11/16	Own Hrly/\$300
Romo, Patti	8 hrs @\$37.27	7/11/16-8/11/16	Own Hrly/\$298
Stickney, Emalee	8 hrs @\$28.83	7/11/16-8/11/16	<u>Own Hrly/\$231</u>
			TOTAL OWN HOURLY \$1,129

Comment: Seaside Planning  
01-Educator Effectiveness

**MALIBU HIGH SCHOOL**

Cairns, Patricia	35 days @\$620.61	8/15/16-9/30/16	<u>Own Daily/\$21,721</u>
			TOTAL OWN DAILY \$21,721

Comment: Interim Principal  
01-Unrestricted Resource

**SANTA MONICA HIGH SCHOOL**

Garcia, Diana	35 days @\$683.32	8/15/16-9/30/16	<u>Own Daily/\$23,916</u>
			TOTAL OWN DAILY \$23,916

Comment: Interim Principal  
01-Unrestricted Resource

Swenson, Joni	16 days @\$544.72	8/18/16-6/9/17	<u>Own Daily/\$8,716</u>
			TOTAL OWN DAILY \$8,716

Comment: Additional Days – Orchestra  
01-Unrestricted Resource

**SPECIAL EDUCATION**

Morn, Lora 2 hrs @\$45.49 7/8/16 Est Hrly/\$91  
TOTAL ESTABLISHED HOURLY \$91

Comment: Health Assessment for 0-3 Students  
01-Medi-Cal Billing Option

O'Meara, Peggy 1.5 hrs @\$45.49 7/19/16 Est Hrly/\$68  
TOTAL ESTABLISHED HOURLY \$68

Comment: IEP Attendance  
01-Special Education

**HOURLY TEACHERS**

**ADULT EDUCATION**

Hammond, Paul 216 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$11,012  
Murphy, Leticia 216 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$11,012  
Siemer, Deborah 108 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$ 5,506  
TOTAL ESTABLISHED HOURLY \$27,530

Comment: Adult Education Classes  
11- Adult Ed Block Grant Program

Demello, Flavia 396 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$20,188  
Hernandez, Patricia 120 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$ 6,118  
TOTAL ESTABLISHED HOURLY \$26,306

Comment: Adult Education Classes  
11- Adult Ed Block Grant Program -69%  
11-PL 105-22 Engl Literacy/Civics -31%

Morgan, Alexandra 396 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$20,188  
TOTAL ESTABLISHED HOURLY \$20,188

Comment: Adult Education ESL Classes  
11- Adult Ed Block Grant Program -50%  
11-231:ABE/ESL/ESL CTZN, VESL/VABE - 50%

Rousseau, Harmony 324 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$16,518  
TOTAL ESTABLISHED HOURLY \$16,518

Comment: Adult Education Counselor  
11-Adult Ed Block Grant Program  
11-Adult Ed: Priority 5, GED/SECND

Smith, Bradford 216 hrs @\$50.98 8/22/16-6/8/17 Est Hrly/\$11,012  
TOTAL ESTABLISHED HOURLY \$11,012

Comment: Adult Education Instructor – Fee-Based Classes  
11-Other Local Income

Avedian, Raymond \$50.98, as needed 8/22/16-6/8/17 Est Hrly/\$----  
Bushin, Gregory \$50.98, as needed 8/22/16-6/8/17 Est Hrly/\$----  
Gridley, Steven \$50.98, as needed 8/22/16-6/8/17 Est Hrly/\$----  
Tangum, Cathy \$50.98, as needed 8/22/16-6/8/17 Est Hrly/\$----  
TOTAL ESTABLISHED HOURLY \$----

Comment: Adult Education Substitutes  
11-Adult Ed Block Grant Program

**STUDENT SERVICES**

Bower, Alan \$45.49, as needed 8/1/16-6/30/17 Est Hrly/\$----  
Chavez, Craig \$45.49, as needed 8/1/16-6/30/17 Est Hrly/\$----  
Fisher-Lerer, Vicki \$45.49, as needed 8/1/16-6/30/17 Est Hrly/\$----  
Gleason, Beverly \$45.49, as needed 8/1/16-6/30/17 Est Hrly/\$----  
Harrington, Caitlin \$45.49, as needed 8/1/16-6/30/17 Est Hrly/\$----

Lee-Garcia, Mikaela	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
McGregory, Cynthia	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Murphy, Letitia	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Pitts, Gregory	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Pope, Collette	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Russell, Arthur	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Stowell, Rachel	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Tangum, Cathy	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Topp, Courtney	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
Toppel, Diane	\$45.49, as needed	8/1/16-6/30/17	Est Hrly/\$----
		<b>TOTAL ESTABLISHED HOURLY</b>	<b>\$----</b>

Comment: Home Instructor  
01-Unrestricted Resource

**TOTAL ESTABLISHED HOURLY, OWN DAILY AND OWN HOURLY = \$ 175,819**

**NEW HIRES**

**ADMINISTRATIVE CONTRACTS**

<u>Name/Assignment/Location</u>		<u>Not to Exceed</u>	<u>Effective</u>
Panales, Gilda	100%	8/22/16	
School Psychologist-Behavior Intervention Specialist Special Education			

**PROBATIONARY CONTRACTS**

<u>Name/Assignment/Location</u>		<u>Not to Exceed</u>	<u>Effective</u>
Aldana, Monica/School Age CDS – McKinley Elementary		50%	8/17/16
Black, Ryan/English Santa Monica High School	100%		8/17/16
Brown, William/Life Skills Cabrillo Elementary	100%		8/17/16
Galipeau, Amy/MS Science Malibu High School	100%		8/17/16
Gidanian, Orah/SAI SMASH	50%		8/17/16
Harveson, Jonathan/English Santa Monica High School	100%		8/17/16
Kostors, Bryan/Band Malibu High School	60%		8/17/16
Lorenzini, Samuel/Elem Music Educational Services	100%		8/17/16
Morales, Ismael/School Age CDS – Grant Elementary	50%		8/18/16
Olmedo, Alejandra/Spanish Lang Arts John Adams Middle School	100%		8/17/16
Opich, Courtney/1 <sup>st</sup> Grade McKinley Elementary	100%		8/17/16

Starros, Sara/1 <sup>st</sup> Grade Muir Elementary	100%	8/17/16
Vanderah, Stacy/5 <sup>th</sup> Grade Rogers Elementary	100%	8/17/16

**TEMPORARY CONTRACTS**

<u>Name/Assignment/Location</u>	<u>Not to Exceed</u>	<u>Effective</u>
Asiaban, Negar/Student Support Adv Santa Monica High School	100%	8/9/16-6/20/17

**SUBSTITUTE TEACHERS**

Effective

**LONG-TERM LEAVE ASSIGNMENT**

(Group 1 Step 1 on Certificated Teaching/  
Counseling Salary Schedule)

Berezowsky, Lisa	8/23/16
Meyer, Beverly	8/19/16
Moyer, David	8/22/16

**LEVEL 2 SUBSTITUTES**

(@\$183.00 Daily Rate)

McConville, Gigi	7/1/16
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**LEVEL 1 SUBSTITUTES**

(@\$183.00 Daily Rate)

Bilotti, Scott	8/22/16
Chantarasompoth, Jan	8/22/16

**CHANGE IN ASSIGNMENT**

Effective

Brady, Sarah	8/17/16
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McKinley/Life Skills

From: SAI, Preschool/Muir  
To: Life Skills, K-2/McKinley

Galasso, Steven	8/17/16
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Ed Services/Lit and Lang Interventionist

From: 100%/Teacher/McKinley  
To: 40%/Interventionist/Ed Services

Sinfield, Paul	8/17/16
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McKinley/4<sup>th</sup>/5<sup>th</sup> Grade

From: SAI/Santa Monica HS  
To: 4<sup>th</sup>-5<sup>th</sup> Grade/McKinley Elem

Zagor, Maura	8/17/16-6/9/17
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Ed Services/Lit and Lang Interventionist

From: 100%/ELD Coach  
To: 80%/Literacy & Language Interventionist

**LEAVE OF ABSENCE (with pay)**

<u>Name/Location</u>	<u>Effective</u>
Barraza, Katheryne Santa Monica HS	8/17/16-11/11/16 [CFRA]



Di Leo, Gregory Lincoln MS	8/17/16-8/26/16 [Medical/FMLA/CFRA]
Goldberg, Sharon Roosevelt Elementary	8/17/16-10/3/16 [Medical Maternity]
Loopesko, Lorna John Adams MS	8/17/16-5/19/17 [Medical]
Loopesko, Lorna John Adams MS	5/22/17-6/9/17 [Medical]
Mercier, Alisha Child Develop Svcs	8/22/16-12/16/16 [68.75% Medical/FMLA/CFRA]
Peterson-Brandt, Valerie Roosevelt Elementary	11/14/16-1/20/17 [CFRA]
Ripley, Virginia Grant Elementary	3/6/17-6/9/17 [CFRA]

**RESIGNATION**

<u>Name/Location</u>	<u>Effective</u>
Adams, Tracy John Adams Middle School	6/9/16
DeVincentis-Waul, Ermina Maria John Adams Middle School	8/12/16
Gasparino, Jenna Santa Monica High School	6/9/16
Palatucci, Heather Special Education	6/9/16
Pelczar, Gregory Special Education	7/1/16
Sass, Amanda Santa Monica High School	6/9/16

**RETIREMENT**

<u>Name/Location</u>	<u>Effective</u>
Hentschell, Denise Child Develop Svcs	12/31/16
Lockrem, Bonnie Educational Services	6/9/16

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / MARK O. KELLY /  
MICHAEL COOL

RE: CLASSIFIED PERSONNEL – MERIT

RECOMMENDATION NO. A.29

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.

**NEW HIRES**

**EFFECTIVE DATE**

Afshar, Stephanie Special Education	Occupational Therapist 8 Hrs/SY/Range: 61 Step: A	8/19/16
Caldera, Clare Personnel Commission	Personnel Analyst 8 Hrs/12 Mo/Range: M-46 Step: A	7/26/16
Ceballos, Sueleme Pt Dume Elementary	Administrative Assistant 8 Hrs/10+10/Range: 31 Step: A	8/16/16
Cooper, James Cabrillo Elementary	Physical Activity Specialist 6 Hrs/SY/Range: 26 Step: A	8/19/16
Crawford, Micah Special Ed-Grant Elementary	Paraeducator-1 6 Hrs/SY/Range: 20 Step: A	8/19/16
Escobar, Evanny Special Ed-McKinley Elementary	Paraeducator-1 6 Hrs/SY/Range: 20 Step: A	8/19/16
Foth, Brandon Information Services	Technology Support Assistant 8 Hrs/12 Mo/Range: 30 Step: C	8/15/16
Harding, Stephanie John Adams Middle School	Sr. Office Specialist 8 Hrs/10 Mo/Range: 25 Step: A	8/15/16
Landaverde, Elmer Grant Elementary	Physical Activities Specialist 5 Hrs/SY/Range: 26 Step: A	8/19/16
Patino, Daniel Transportation	Vehicle and Equipment Mechanic 8 Hrs/12 Mo/Range: 36 Step: A	8/8/16
Ward, Michael Webster Elementary	Sr. Office Specialist 4 Hrs/10 Mo/Range: 25 Step: A	8/15/16
Watters, Darren Santa Monica High School	Athletic Trainer 7 Hrs/10 Mo/Range: 35 Step: A	8/15/16
Wilson, Terry Lincoln Middle School	Campus Security Officer 8 Hrs/10 Mo/Range: 25 Step: A	8/15/16

**PROMOTION**

**EFFECTIVE DATE**

Dominguez-Morales, Yanet Information Services	Senior Technology Support Assistant 8 Hrs/12 Mo/Range: 43 Step: E From: Technology Support Assistant: 8 Hrs/12 Mo	8/1/16
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Gevorkyan, Arutyun Transportation	Lead Vehicle & Equipment Mechanic 8 Hrs/12 Mo/Range: 39 Step: F From: Vehicle & Equipment Mechanic: 8 Hrs/12 Mo	8/8/16
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**RECLASSIFICATION**

Part, Brian Facility Use Dept	Sports Facility Supervisor 8 Hrs/12 Mo/Range: M-45 Step: A From: Sports Facility Coordinator: 8 Hrs/12 Mo	<b><u>EFFECTIVE DATE</u></b> 7/1/16
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**TRANSFER**

Fargnoli, Cathy Edison Elementary	Sr. Office Specialist – Bilingual 8 Hrs/10 Mo/Range: 25 Step F From: Sr. Office Specialist/Facility Use Dept: 8 Hrs/12 Mo	<b><u>EFFECTIVE DATE</u></b> 8/15/16
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**CHANGE IN ASSIGNMENT**

Villalobos, Elizabeth Maintenance/FIP	Facilities Technician 8 Hrs/12 Mo; 75% Maintenance, 25% FIP From: 100% Maintenance	<b><u>EFFECTIVE DATE</u></b> 8/1/16
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**SUMMER ASSIGNMENTS**

Alvarado Orantes, Nancy Food Svcs-Santa Monica HS	Cafeteria Worker I 4 Hrs/Day	<b><u>EFFECTIVE DATE</u></b> 7/12/16-8/31/16
Bourne, Kaila Special Ed-Edison Elementary	Paraeducator-3 4 Hrs/Day	6/24/16-7/15/16
Brito, Salvador Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Carrillo, Steven Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Carrillo, Steven Operations	Custodian 5 Hrs/Day	7/20/16-8/22/16
Cisneros, Yolanda Food and Nutrition Services	Cafeteria Worker II 8 Hrs/Day	7/28/16
Cojan, Carmen Food and Nutrition Services	Cafeteria Worker II 8 Hrs/Day	7/28/16
Daniels, Megan Special Education	Paraeducator-1,2,3 5 Hrs/Day	6/20/16-7/15/16
Davis, Kenrick Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Davis, Lenora Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Elie-Turner, Banita Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Garcia, Mayra Special Ed-Roosevelt Elementary	Paraeducator-1 3 Hrs/Day	6/20/16-7/15/16
Gauntt, Deborah Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16

Gomez, Leonor Special Education	Senior Office Specialist 8 Hrs/Day	7/18/16-8/12/16
Gutierrez-Prada, Nancy Educational Services	Bilingual Community Liaison Not to exceed: 18 Hrs	7/1/16-7/22/16
Hendricks, David Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Hobkirk, Christina Special Ed-Lincoln MS	Paraeducator-2 4 Hrs/Day	6/20/16-7/15/16
James, Carolin Special Education	Senior Office Specialist 8 Hrs/Day	7/25/16-8/5/16
Lawrence, Adrianna Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Lewis, Jessie Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Martinez, Maisha Special Education	Paraeducator-1 5 Hrs/Day	6/20/16-7/15/16
Martinez, Maisha Special Ed-Santa Monica HS	Paraeducator-1 3 Hrs/Day	6/29/16-7/22/16
Martinez, Melinda Operations	Custodian 5 Hrs/Day	7/20/16-8/22/16
McGrath, Kathleen Lincoln MS	Senior Office Specialist Not to exceed: 40 Hrs	8/8/16-8/12/16
Mosley, Andreyra Special Ed-Lincoln MS	Paraeducator-1 4 Hrs/Day	6/20/16-7/15/16
Muller, Larissa Special Ed-Roosevelt Elem	Paraeducator-3 5 Hrs/Day	6/20/16-7/15/16
Pegues, Forrest Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Pineda, Luz Special Ed-Roosevelt Elem	Paraeducator-1 Not to exceed: 24 Hrs	6/20/16-7/15/16
Preciado, Edwin Special Ed-Roosevelt Elem	Paraeducator-3 Not to exceed: 32.5 Hrs	6/28/16-7/15/16
Preciado, Edwin Operations	Custodian 5 Hrs/Day	7/20/16-8/22/16
Robinson, Christopher Special Education	Paraeducator-3 5 Hrs/Day	6/20/16-7/15/16
Roller, Yolanda Special Ed-Roosevelt Elem	Paraeducator-2 Not to exceed: 45 Hrs	6/20/16-7/15/16
Sakamoto-Wengel, James Special Education	Paraeducator-3 5 Hrs/Day	6/20/16-7/15/16

Smith, Angelique Special Education	Occupational Therapist 4 Hrs/Day	6/16/16
Villatoro, Jennifer Food and Nutrition Services	Cafeteria Worker II 8 Hrs/Day	7/28/16
Yates-Lomax, Kathy Transportation	Bus Driver Not to exceed: 40 Hrs	7/18/16-8/12/16
Zheng, Jin Special Ed-Roosevelt Elem	Paraeducator-1 4 Hrs/Day	6/20/16-7/15/16

**TEMP/ADDITIONAL ASSIGNMENTS**

**EFFECTIVE DATE**

Aceves, Cindy Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Ajnassian, Carrie Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Bilotti, Scott Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Davis, Jeffery Maintenance	Carpenter [overtime; District projects]	7/1/16-6/30/17
De la Rosa, Johanna Student Services	Bilingual Community Liaison [additional hours; translation]	7/1/16-8/30/16
De la Rosa, Johanna Special Education	Bilingual Community Liaison [additional hours; translation services]	6/22/16
Krstic, Nadine Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Loza, Adelsa Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Miller, Karen Special Education	Paraeducator-3 [additional hours; professional development]	7/26/16
Orozco, Abel Grounds	Equipment Operator-Tree Trimmer [overtime; additional Grounds projects]	7/12/16-8/15/16
Oyenoki, Elizabeth Student Services	Sr. Office Specialist [additional hours; translation]	7/1/16-8/30/16
Sebastiani, Guido Grounds	Equipment Operator-Tree Trimmer [overtime, additional Grounds projects]	7/12/16-8/15/16
Sheppard, Billy Facility Use Dept	Sports Facility Attendant [additional hours; Facility Use events]	7/1/16-6/30/17
Stevens, Danielle Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Upton, Carey Facility Improvement Projects	Director of Facility Improvement Projects [limited term; Facility Improvement Projects assignment]	7/1/16-12/31/16
Velasquez, Jessica Facility Use Dept	Sports Facility Attendant [additional hours; Facility Use events]	7/1/16-6/30/17

Velasquez, Jessica Facility Use Dept	Sports Facility Attendant [overtime; Facility Use events]	7/1/16-6/30/17
Walker, Christine Special Education	Paraeducator-1 [additional hours; professional development]	7/26/16
Webber, Walter Facility Use Dept	Sports Facility Attendant [additional hours; Facility Use events]	7/1/16-6/30/17
Yashar, Azita Special Ed-Cabrillo Elem	Paraeducator-1 [additional hours; bus and classroom support]	10/16/15-6/9/16

**SUBSTITUTES**

**EFFECTIVE DATE**

Bautista, Julienne Facility Use Dept	Sports Facility Attendant	7/1/16-6/30/17
Chavez, Chris Facility Use Dept	Sports Facility Attendant	7/1/16-6/30/17
Hernandez, Jason Facility Use Dept	Sports Facility Attendant	7/1/16-6/30/17
Ighani, Roshanak District	Office Specialist	7/1/16-6/30/17
Proctor, Sean Facility Use Dept	Sports Facility Attendant	7/1/16-6/30/17
Strahn, Yvonne District	Office Specialist	7/1/16-6/30/17
Suhr, Charlotte Special Education	Paraeducator-1	8/22/16-6/9/17
Walton, James Facility Use Dept	Sports Facility Attendant	7/1/16-6/30/17
Winger, Nidra District	Office Specialist	7/1/16-6/30/17
Young, Jessica Special Education	Paraeducator-1	8/22/16-6/9/17

**WORKING OUT OF CLASS**

**EFFECTIVE DATE**

Davis, Jeffery Maintenance	Metal Worker From: Carpenter	7/5/16-11/9/16
Orozco, Abel Grounds	Equipment Operator-Tree Trimmer From: Gardener	7/12/16-8/15/16
Parker, Stephen Maintenance	Carpenter From: Skilled Maintenance Worker	7/5/16-11/9/16
Sebastiani, Guido Grounds	Equipment Operator-Tree Trimmer From: Gardener	7/12/16-8/15/16

**PROFESSIONAL GROWTH**

**EFFECTIVE DATE**

Fuentes, Mario Grounds	Gardener	9/1/16
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Hampton, Kizzie Muir Elementary	Paraeducator-1	9/1/16
Nguyen, Kim Business Services	Sr. Admin Assistant	9/1/16

<b><u>LAYOFF</u></b> # FK 8383853	Lifeguard	<b><u>EFFECTIVE DATE</u></b> 11/1/16
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<b><u>RESIGNATION</u></b> Barber, Raneq McKinley Elementary	Administrative Assistant	<b><u>EFFECTIVE DATE</u></b> 8/8/16
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Goudeau, Tajaniece Special Ed-Grant Elementary	Paraeducator-1	8/5/16
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Griego, Nicholas Special Ed-McKinley Elementary	Paraeducator-3	7/15/16
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Harris, Richard Santa Monica High School	Campus Security Officer	8/17/16
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Harry, Elisa Maintenance	Administrative Assistant	8/5/16
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Lancaster, Kelly Food and Nutrition Services	Food Service Operations Supervisor	8/12/16
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Mayen Lugo, Abdallah McKinley Elementary	Instructional Assistant - Classroom	6/9/16
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Suhr, Charlotte Special Ed-Rogers Elementary	Paraeducator-1	7/21/16
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Thomas, William Special Ed-Roosevelt Elementary	Paraeducator-3	6/9/16
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Young, Jessica Special Ed-Franklin Elementary	Paraeducator-3	7/11/16
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<b><u>RETIREMENT</u></b> Giagni, Pamela Special Ed-Muir Elementary	Paraeducator-1	<b><u>EFFECTIVE DATE</u></b> 6/9/16
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Perchlak, Stanley Maintenance	Skilled Maintenance Worker	9/23/16
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MOTION MADE BY:  
 SECONDED BY:  
 STUDENT ADVISORY VOTE:  
 AYES:  
 NOES:  
 ABSENT:



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / MARK O. KELLY /  
MICHAEL COOL

RE: CLASSIFIED PERSONNEL – NON-MERIT

RECOMMENDATION NO. A.30

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.

**TECHNICAL SPECIALIST – LEVEL II**

Cruz, Vivian	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
Fare, Emily	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
Fisher, David	Facility Use [Technical Services] - Funding: Permits	7/1/16-6/30/17
Lemmon, Kelsey	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
MacNeil, Lindsey	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
Olmos, Lizette	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
Quinonez, Stephanie	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
Ramin, Jasmine	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17
Wilson, Crystal	Special Education [Psychologist Intern] - Funding: Medi-Cal Billing Option	8/22/16-6/9/17

Zarrow, Carly

Special Education  
[Psychologist Intern]  
- Funding: Medi-Cal Billing Option

8/22/16-6/9/17

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / MARK O. KELLY

RE: STUDENT TEACHING AGREEMENT – WHITTIER COLLEGE

RECOMMENDATION NO. A.31

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

INSTITUTION: Whittier College  
EFFECTIVE: August 1, 2016 through July 31, 2019  
PAYMENT: The University shall pay the District \$250.00  
per semester

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:



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / MARK O. KELLY

RE: ADMINISTRATIVE APPOINTMENT

RECOMMENDATION NO. A.32

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

**CERTIFICATED APPOINTMENT**

**Effective**

\_\_\_\_\_  
Principal, Malibu High School

9/2/16

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



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA

RE: ADOPT RESOLUTION NO. 16-04 – NATIONAL HISPANIC/LATINO HERITAGE MONTH

RECOMMENDATION NO. A.33

It is recommended that the Board of Education adopt Resolution No. 16-04 – National Hispanic/Latino Heritage Month in recognition of the contributions of Hispanic Americans in our nation. Attached is the full Resolution to be signed by the Board President and Superintendent.

COMMENT: Officially, National Hispanic/Latino Heritage Month is recognized from September 15 through October 15.

The signed Resolution will be shared with the school sites to increase awareness and encourage participation in the celebration of the Hispanic/Latino American culture.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**Santa Monica-Malibu Unified School District**

**Resolution No. 16-04**

**National Hispanic/Latino Heritage Month**

**WHEREAS**, the Hispanic/Latino American community consists of distinct groups, including people from Mexico, the Caribbean, Central America, South America, and the Iberian Peninsula, and whereas Hispanics have had an important part of the history and heritage of the Americas; and

**WHEREAS**, we celebrate the achievements of Hispanic/Latino Americans and their important part of the history and heritage of our nation; and

**WHEREAS**, Hispanic/Latino Americans have enriched our community through contributions in many professions and fields, including education, law, government, business, science, sports, and the arts; and

**WHEREAS**, the hard work and determination of Hispanic/Latino Americans continue to inspire all those who dream of a better life for themselves and their families; and

**WHEREAS**, to honor the achievements of Hispanic/Latino Americans, the United States Congress, by Public Law 100-402, has authorized and requested the President to issue annually a proclamation designating September 15 through October 15, as "National Hispanic Heritage Month."

**THEREFORE, be it resolved** that During National Hispanic/Latino Heritage Month, the Santa Monica-Malibu Unified School District joins with all Americans in celebrating this rich and diverse culture, and encourages all members of our community to recognize the important role of Hispanics in creating and building this great Nation. We further resolve that appropriate lessons and units of study about the contributions of Americans of Hispanic/Latino descent take place in our schools not only during this month, but throughout the school-year.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of September 2016 by the Santa Monica-Malibu Unified School District Board of Education by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
LAURIE LIEBERMAN  
Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHRISTOPHER KING  
Co-Interim Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
SYLVIA G. ROUSSEAU  
Co-Interim Superintendent

\_\_\_\_\_  
Date



TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
PAT HO

RE: ADOPT RESOLUTION NO. 16-05 – GANN AMENDMENT

RECOMMENDATION NO. A.34

It is recommended that the Board of Education approve Resolution No. 16-05 – District Appropriations Limits for 2015-16 and projected Limits for 2016-17.

COMMENT: Under the Gann Initiative, which was passed by the State electorate as Proposition 4 in 1979, all agencies of the State must calculate an appropriations limit which cannot be exceeded on a year-to-year basis. The formula for the calculation is statutorily set. Perhaps the easiest way to understand this calculation is to envision the dollar amount of your district's Gann Limit as a box. For example, if your current year Gann Limit is \$50 million, picture a box that can hold \$50 million. First, put into this box local property taxes that count toward your LCFF, as well as an appropriate portion of your district's interest income. Next, pour all of the district's unrestricted state aid into this box. Under state law, the amount of state aid that fills up the box counts toward your district's Gann Limit, while the amount that overflows the box counts toward the state's Gann Limit (Government Code Section [G.C.] 7906). In addition, all state aid for categorical programs always counts toward the state's Gann Limit.

Local property tax and state aid funds that the District received in 2015-16 did not exceed the calculated limit. The resolution attached reflects that for the 2015-16 and 2016-17 fiscal years, the limitation imposed by Proposition 4 have not nor will be exceeded.

The report detailing the calculation is attached.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 16-05**

**DISTRICT APPROPRIATIONS LIMITS FOR 2015-16  
AND PROJECTED LIMITS FOR 2016-16**

**WHEREAS**, in November of 1979, the California Electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article establish maximum appropriations limitations, commonly called “Gann Limits”, for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann Limit for the 2015-16 fiscal year and a projected Gann Limit for the 2016-17 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2015-16 and 2016-17 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2015-16 fiscal year does not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2016-17 fiscal year do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provide copies of this Resolution along with the appropriate attachments to interested citizens of this District and the State Department of Finance.

Passed and adopted by the Board of Education of the Santa Monica-Malibu Unified School District, Los Angeles County, State of California, this 1st day of September 2016.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

_____ CHRISTOPHER KING Co-Interim Superintendent and Secretary to the Board of Education	_____ Date
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_____ SYLVIA ROUSSEAU Co-Interim Superintendent and Secretary to the Board of Education	_____ Date
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	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2014-15 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2014-15 Actual			2015-16 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	86,699,967.89		86,699,967.89			89,372,822.13
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	10,787.15		10,787.15			10,710.42
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2014-15</b>			<b>Adjustments to 2015-16</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2015-16 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2015-16 P2 Report			2016-17 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	10,704.78		10,704.78	10,462.00		10,462.00
2. Total Charter Schools ADA (Form A, Line C9)	5.64		5.64	2.00		2.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			10,710.42			10,464.00
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	2015-16 Actual			2016-17 Budget		
<b>TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>						
1. Homeowners' Exemption (Object 8021)	394,814.68		394,814.68	379,923.00		379,923.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	393,354.74		393,354.74	393,354.00		393,354.00
4. Secured Roll Taxes (Object 8041)	55,786,306.78		55,786,306.78	57,626,281.00		57,626,281.00
5. Unsecured Roll Taxes (Object 8042)	2,324,104.11		2,324,104.11	2,324,448.00		2,324,448.00
6. Prior Years' Taxes (Object 8043)	1,168,278.48		1,168,278.48	1,797,364.00		1,797,364.00
7. Supplemental Taxes (Object 8044)	(75,745.37)		(75,745.37)	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,479,368.74		2,479,368.74	731,011.00		731,011.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	112,603.85		112,603.85	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	11,082,686.64		11,082,686.64	10,225,493.00		10,225,493.00
12. Parcel Taxes (Object 8621)	11,301,682.34		11,301,682.34	11,563,041.00		11,563,041.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	58,760.21		58,760.21	60,000.00		60,000.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(110,359.88)		(110,359.88)	(84,000.00)		(84,000.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	84,915,855.32	0.00	84,915,855.32	85,016,915.00	0.00	85,016,915.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	84,915,855.32	0.00	84,915,855.32	85,016,915.00	0.00	85,016,915.00

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,273,072.25			1,372,389.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,273,072.25			1,372,389.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	10,745,321.00		10,745,321.00	14,101,478.00		14,101,478.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	0.00		0.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	10,745,321.00	0.00	10,745,321.00	14,101,478.00	0.00	14,101,478.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	147,277,467.58		147,277,467.58	139,832,095.00		139,832,095.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	310,545.71		310,545.71	130,000.00		130,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>			<b>2015-16 Actual</b>			<b>2016-17 Budget</b>
1. Revised Prior Year Program Limit (Lines A1 plus A6)			86,699,967.89			89,372,822.13
2. Inflation Adjustment			1.0382			1.0537
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9929			0.9770
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			89,372,822.13			92,006,183.40
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			84,915,855.32			85,016,915.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,285,250.40			1,255,680.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			5,730,039.06			8,361,657.40
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			5,730,039.06			8,361,657.40
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			191,537.61			86,893.57
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			85,107,392.93			85,103,808.57
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			5,538,501.45			8,274,763.83
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			85,107,392.93			
b. State Subventions (Line D8)			5,538,501.45			
c. Less: Excluded Appropriations (Line C23)			1,273,072.25			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			89,372,822.13			





TO: BOARD OF EDUCATION

ACTION/CONSENT

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ

RE: ADOPT RESOLUTION NO. 16-06 - AUTHORIZING THE ISSUANCE OF THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2016 GENERAL OBLIGATION REFUNDING BONDS

RECOMMENDATION NO. A.35

It is recommended that the Board of Education approve Resolution Authorizing the Issuance of the Santa Monica-Malibu Unified School District (Los Angeles County, California) 2016 General Obligation Refunding Bonds

COMMENTS: An election was held in the Santa Monica-Malibu Unified School District (the "District") on November 7, 2006, at which the voters approved the issuance of \$268,000,000 of general obligation bonds ("Measure BB"). Under Measure BB, the District previously issued the following bonds: (i) \$10,690,000 of Santa Monica-Malibu Unified School District (Los Angeles County, California) Election of 2006 General Obligation Bonds, Series C, (ii) \$54,310,000 of Santa Monica-Malibu Unified School District (Los Angeles County, California) Election of 2006 General Obligation Bonds, Series C-1 (Build America Bonds – Direct Payment to District), and (iii) \$82,995,327.10 of Santa Monica-Malibu Unified School District (Los Angeles County, California) Election of 2006 General Obligation Bonds, Series D (collectively, the "Measure BB Bonds"). The District has also previously issued \$3,285,000 of its 2006 General Obligation Bonds to refinance other outstanding indebtedness of the District (the "2006 Refunding Bonds," and together with the Measure BB Bonds, the "Prior Bonds").

The District now desires to refinance all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds") through the issuance of general obligation refunding bonds (the "Refunding Bonds") in an aggregate principal amount of not-to-exceed \$93,000,000. The Election of 2006 Series C-1 Bonds will be refunded on a crossover basis. All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the maturity dates of the Refunded Bonds.

- (a) Bond Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or federally tax-exempt refunding bonds, including crossover refunding bonds. The Resolution also specifies the basic terms, parameters and forms of the Refunding Bonds, and approves the forms of the Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Refunding Bonds to be issued (\$93,000,000). Section 4 of the Resolution states the maximum underwriting discount (0.5%) with respect to the Refunding Bonds, authorizes the Refunding Bonds to be sold at a negotiated sale to Stifel Nicolaus & Company, Incorporated and RBC Capital Markets LLC, as Underwriters. The Resolution authorizes the issuance of both current interest bonds and capital appreciation bonds.

- (b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriters will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.
- (c) Form of Preliminary Official Statement. The Preliminary Official Statement (“POS”) is the offering document describing the Refunding Bonds which may be distributed to prospective purchasers of the Refunding Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding Bonds (the tax levy), (v) information with respect to the District’s tax base (upon which such ad valorem property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Refunding Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.
- (d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds, are obligated to procure from a bond issuer a covenant that such public agency will annually file “material financial information and operating data with respect to the District” through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligation issuances). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Refunding Bonds with current information regarding the District.

*(continued on next page)*



- (e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds will be deposited in an escrow fund (the “Escrow Fund”) held by U.S. Bank National Association (acting as “Escrow Agent”). The monies in the Escrow Fund will be used by the Escrow Agent to pay interest on the Refunded Bonds through their first respective optional redemption dates, and on such dates to redeem and payoff the Refunded Bonds. For Refunding Bonds issued as crossover refunding bonds, the Escrow Fund will also pay the interest on such bonds through July 1, 2020.

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

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

**RESOLUTION NO. \*\*\*\***

**RESOLUTION AUTHORIZING THE ISSUANCE OF THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2016 GENERAL OBLIGATION REFUNDING BONDS**

**WHEREAS**, a duly called election was held in the Santa Monica-Malibu Unified School District (the “District”), Los Angeles County (the “County”), State of California, on November 3, 1998 (the “1998 Election”) and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by the requisite two-thirds vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$42,000,000, payable from the levy of an *ad valorem* property tax by the County against the taxable property in the District (the “1998 Authorization”);

**WHEREAS**, pursuant to the 1998 Authorization, the District previously caused the issuance of \$3,995,000 of its General Obligation Bonds (Election of 1998), Series 2001 (the “2001 Bonds”);

**WHEREAS**, pursuant to Section 53550 *et seq.* of the California Government Code (the “Act”), the District previously caused the issuance of \$3,285,000 of its 2006 General Obligation Refunding Bonds (the “2006 Refunding Bonds”) to refinance a portion of the outstanding 2001 Bonds;

**WHEREAS**, a duly called election was held in the on November 7, 2006 (the “2006 Election,” and together with the 1998 Election, the “Elections”), and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$268,000,000, payable from the levy of an *ad valorem* property tax by the County against the taxable property in the District (the “2006 Authorization”);

**WHEREAS**, pursuant to the 2006 Authorization, the District previously caused the issuance of the following: (i) \$10,690,000 of its Election of 2006 General Obligation Bonds, Series C (the “2006 Series C Bonds”); (ii) \$54,310,000 of its Election of 2006 General Obligation Bonds, Series C-1 (Build America Bonds – Direct Payment to District) (the “2006 Series C-1 Bonds”); and (iii) \$82,995,327.10 of its Election of 2006 General Obligation Bonds, Series D (the “2006 Series D Bonds,” and together with the 2006 Refunding Bonds, 2006 Series C Bonds and 2006 Series C-1 Bonds, the “Prior Bonds”);

**WHEREAS**, this Board desires to authorize the issuance of general obligation refunding bonds (the “Refunding Bonds”) pursuant to the Act, in one or more Series of Taxable or Tax-Exempt Bonds, and further as any combination of Current Interest Bonds, Capital Appreciation Bonds, or Convertible Capital Appreciation Bonds (as such terms are defined herein) to refund all or a portion of the currently outstanding Prior Bonds (so refunded, the “Refunded Bonds”);

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of the Refunding Bonds, is within all limits prescribed by law; and

**WHEREAS**, at this time, the Board desires to appoint professionals related to the issuance of the Refunding Bonds;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Purpose.** To refund all or a portion of the currently outstanding principal amount of the Prior Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in one or more Series of Taxable Bonds or Tax-Exempt Bonds (as defined herein), to be styled as the “Santa Monica-Malibu Unified School District (Los Angeles County, California) 2016 General Obligation Refunding Bonds,” with appropriate additional Series designations if more than one Series of Refunding Bonds are issued, and as any combination of Current Interest Bonds, Capital Appreciation Bonds, and Convertible Capital Appreciation Bonds, as set forth in the fully executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Refunding Bonds shall be dated as of a date to be determined by an Authorized Officer (as defined herein), shall be payable upon such terms and provisions as shall be set forth in the Refunding Bonds, and shall be in an aggregate Principal Amount not-to-exceed \$93,000,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

**SECTION 2. Paying Agent.** The Board hereby appoints the Paying Agent as defined in Section 5 hereof, to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

**SECTION 3. Terms and Conditions of Sale.** The Refunding Bonds are hereby authorized to be sold at a negotiated sale, upon the direction of the Superintendent or the Associate Superintendent, Business and Fiscal Services/CFO (the “Associate Superintendent”), or such other officer or employee of the District as may be designated by the Superintendent or the Associate Superintendent for such purposes (collectively, the “Authorized Officers”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

**SECTION 4. Approval of Purchase Contract.** The form of contract for purchase and sale of the Refunding Bonds (the “Purchase Contract”) by and between the District and the Underwriters (as defined herein), substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.5% of the principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the aggregate principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$93,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

**SECTION 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Accreted Interest”** means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

(b) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond prior to the Conversion Date, and compounded semiannually on each January 1 and July 1, commencing January 1, 2017 (unless otherwise provided in the Purchase Contract), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

(c) **“Accreted Value”** means, as of the date of calculation, with respect to Capital Appreciation Bonds, and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each January 1 and July 1, commencing January 1, 2017 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12, 30-day months.

(d) **“Act”** means Sections 53550 *et seq.* of the California Government Code.

(e) **“Authorizing Documents”** means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.

(f) **“Beneficial Owner”** means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(g) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value and Maturity Value of and interest on the Refunding Bonds.

(h) **“Bond Payment Date”** means, as applicable (and unless otherwise provided by the Purchase Contract), (i) with respect to the Current Interest Bonds, January 1 and July 1 of each year commencing January 1, 2017 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments on the Current Interest Bonds, (ii) with respect to interest on the Convertible Capital Appreciation Bonds, January 1 and July 1 of each year, commencing the first January 1 or July 1 following the respective Conversion Dates thereof, and the stated maturity dates thereof with respect to the Conversion Value of the Convertible Capital Appreciation Bonds, and (iii) with respect to the Capital Appreciation Bonds, the stated maturity dates thereof.

(i) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.

(j) **“Capital Appreciation Bonds”** means the Refunding Bonds the interest component of which is compounded semiannually on each January 1 and July 1, commencing January 1, 2017 (unless otherwise provided in the Purchase Contract) to maturity as shown in the table of Accreted Value for such Refunding Bonds in the Official Statement or Purchase Contract, as the case may be.

(k) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(l) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(m) **“Conversion Date”** means, with respect to Convertible Capital Appreciation Bonds, the date from which such Refunding Bonds bear interest on a current, periodic basis.

(n) **“Conversion Value”** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(o) **“Convertible Capital Appreciation Bonds”** means the Refunding Bonds the interest component of which is compounded semiannually to the respective Conversion Dates thereof as shown in the table of Accreted Values for the Refunding Bonds in the Official Statement or Purchase Contract, as the case may be, and which bear interest from such respective Conversion Dates on the Conversion Value thereof, payable semiannually on each Bond Payment Date.

(p) **“Current Interest Bonds”** means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Refunding Bond and maturing in the years and in the amounts set forth in the Purchase Contract.

(q) **“Date of Delivery”** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

(r) **“Denominational Amount”** means the initial Principal Amount of any Capital Appreciation Bond or Convertible Capital Appreciation Bond.

(s) **“Depository”** means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(t) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.

(u) **“Escrow Agent”** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(v) **“Escrow Agreement”** means that certain agreement relating to the deposit and investment of funds to refund the Refunded Bonds, by and between the District and the Escrow Agent.

(w) **“Federal Securities”** means securities as permitted, in accordance with the Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

(x) **“Holder”** or **“Owner”** means the registered owner of a Refunding Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(y) **“Information Services”** means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

(z) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(aa) **“Moody’s”** means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(bb) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(cc) **“Official Statement”** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

(dd) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution

(ee) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ff) **“Paying Agent”** means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds. The Treasurer is authorized to contract with a third party for the provision of Paying Agent services hereunder.

(gg) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the Principal Amount thereof, and with respect to any Capital Appreciation Bond or Convertible Capital Appreciation Bond, the Denominational Amount thereof.

(hh) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Refunding Bonds, by and between the District and the Underwriters. To the extent the Refunding Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(ii) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(jj) **“Series”** means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.

(kk) **“S&P”** means S&P Global Ratings, a business unit of Standard and Poor’s Financial Services LLC, its successors and their assigns, or, if such entity shall be dissolved or liquidated or shall no

longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(ll) **“Taxable Bonds”** means any Refunding Bonds not issued as Tax-Exempt Bonds.

(mm) **“Tax-Exempt Bonds”** means any Refunding Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Refunding Bonds.

(nn) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

(oo) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation Bond, the Conversion Value.

(pp) **“Treasurer”** means the Treasurer and Tax Collector of the County.

#### **SECTION 6. Terms of the Refunding Bonds.**

(a) **Denomination, Interest, Dated Dates.** The Refunding Bonds shall be issued as fully registered bonds registered as to both Principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination, if necessary), and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof. The Refunding Bonds will be initially registered in the name of “Cede & Co.,” as the Nominee of DTC.

Each Current Interest Bond shall be dated as of the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, and shall have Accretion Rates and denominations per each \$5,000 in Maturity Value (except for one odd denomination, if necessary) as shown in the Accreted Value Table attached to the Official Statement or Purchase Contract. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, and shall have Accretion Rates and denominations per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, however, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial delivery. Capital Appreciation Bonds will not bear interest on a current or periodic basis.

Prior to their respective Conversion Dates, each Convertible Capital Appreciation Bond shall not bear current interest but will accrete in value through the Conversion Date thereof, from its Denominational Amount on the Date of Delivery thereof to its Conversion Value on the applicable Conversion Date. No

payment will be made to the Owners of Convertible Capital Appreciation Bonds on the respective Conversion Dates thereof. From and after its Conversion Date, each Convertible Capital Appreciation Bond will bear current, periodic interest, and such interest will accrue based upon the Conversion Value of such Convertible Capital Appreciation Bonds at the Conversion Date. Following their respective Conversion Dates, each Convertible Capital Appreciation Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof, unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date after the Conversion Date, in which event it will bear interest from the Conversion Date.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed, and if not so directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, and (C) the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 Principal Amount, in respect to the portion of such Term Bond optionally redeemed, and (ii) within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Redemption Notice. When optional redemption is authorized or required pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the portion of the Principal Amount,



Conversion Value or Accreted Value of such Refunding Bond to be redeemed; and the original issue date, interest rate or Accretion Rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue or accrete.

With respect to any Redemption Notice of Refunding Bonds pursuant to this section (or portions thereof), unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal, Conversion Value and Maturity Value of, premium, if any, and interest on, such Refunding Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Refunding Bonds shall be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date initially set for redemption) give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice was originally provided.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(1) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(2) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(3) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

(4) Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or District to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Refunding Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued or accreted to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued or accreted to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be irrevocably held in trust as provided in Section 19 hereof for the payment of the redemption price of such Refunding Bonds or portions thereof, and, in the case of Current Interest Bonds and Convertible Capital Appreciation Bonds after the Conversion Date, accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination (except for one odd denomination Refunding Bond). The ownership of each such Refunding Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery

to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems such Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to Principal, Accreted Value, Conversion Value and premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of Principal, Accreted Value, Conversion Value of and premium, if any, and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal, Accreted Value, Conversion Value of and premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal, Accreted Value, Conversion Value of, premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal, Accreted Value, Conversion Value of, premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry form

and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to Principal, Accreted Value, Conversion Value of and premium, if any, or interest on book-entry Refunding Bonds and all notices with respect to such Refunding Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the Principal, Maturity Value or Conversion Value maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in Principal, Maturity Value or Conversion Value, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent

or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

**SECTION 7. Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the President of the Board, or such other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designees thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 8. Paying Agent; Transfer and Exchange.** So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal, Accreted Value or Conversion Value of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for a Refunding Bond of like tenor, Series, maturity and Transfer Amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond

shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond, the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District, as provided in Section 7. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Current Interest Bond or Convertible Capital Appreciation Bond after its respective Conversion Date, shall be made on any Bond Payment Date to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Datesuch interest to be paid by either (i) check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date, or (ii) by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premium, if any, payable on the Current Interest Bonds, the Accreted Value and redemption premiums, if any, payable on the Capital Appreciation Bonds, and the Accreted Value, Conversion Value and redemption premiums, if any, on the Convertible Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The Principal, Accreted Value and Conversion Value of, premiums, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are obligations of the District, and, except as provided in the Act, are payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation by the District, which taxes are unlimited as to rate or amount. The Refunding Bonds do not constitute an obligation of the County and no part of any fund of the County is pledged or obligated to the payment of the Refunding Bonds.

**SECTION 10. Form of Refunding Bonds.** The Refunding Bonds shall be in substantially the form attached as Exhibit A hereto, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein.

**SECTION 11. Delivery of Refunding Bonds.** The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriters upon payment of the purchase price therefor.

**SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement.** An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the escrow fund established under the Escrow Agreement (the "Escrow Fund"), which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Santa Monica-Malibu Unified School District, 2016 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County, and shall be split into separate funds if the Refunding Bonds are sold in more than one Series. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such Principal, Accreted Value or Conversion Value and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds when due.

**SECTION 13. Rebate Fund.**

(a) General. If necessary, there shall be created and established a special fund designated the “Santa Monica-Malibu Unified School District 2016 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the general fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,



(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

**SECTION 14. Security for the Refunding Bonds.** Except as provided in the Act, there shall be levied on all the taxable property within the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds when due, which moneys, when collected, will be deposited in the Debt Service Fund of the District and used for the payment of the Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14 and Section 53559 of the Act. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Refunding Bonds being issued to finance and refinance specific projects authorized by the voters of the District at the Elections.

The Refunding Bonds shall, pursuant to Government Code Section 53515, be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment of the Refunding Bonds.

Pursuant to Government Code sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the Refunding Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Refunding Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This

pledge shall constitute an agreement between the District and the Owners of the Refunding Bonds to provide security for the payment of the Refunding Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal, Accreted Value or Conversion Value and interest. DTC will thereupon make payments of Principal, Accreted Value or Conversion Value of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such Principal, Accreted Value or Conversion Value and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

**SECTION 15. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements shall be the sole responsibility of the District.

**SECTION 16. Legislative Determinations.** The Board hereby determines that all acts and conditions necessary to be performed by the District or the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board hereby finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer executing such final Official Statement shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

**SECTION 18. Insurance.** In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal, Accreted Value or Conversion Value of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal, Accreted Value or Conversion Value or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the Bond Register for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by

the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal, Accreted Value or Conversion Value, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19. Defeasance.** All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(i) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay all Refunding Bonds Outstanding and designated for defeasance (including all Principal thereof, accreted or accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(ii) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with any amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all Principal thereof, accreted or accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, “Government Obligations” shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody’s or S&P.

**SECTION 20. Other Actions, Determinations and Approvals.**

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity of the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the Principal Amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first respective optional redemption dates therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association as Escrow Agent for the Refunding Bonds and approves the form of the Escrow Agreement substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints Stifel, Nicolaus & Company, Incorporated and RBC Capital Markets, LLC as Underwriters, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel, and Keygent LLC as financial advisor, each with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract and the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code. All or a portion of the Refunding Bonds may further be issued on a forward delivery basis, pursuant to a Purchase Contract with such changes therein and modifications thereto necessary to effectuate such forward delivery as the Authorized Officer executing the same shall approve.

**SECTION 21. Resolution to Treasurer.** The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

**SECTION 22. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal, Accreted Value or Conversion Value of and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property within the boundaries of the District sufficient to pay all such Principal, Accreted Value or Conversion Value and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds.

**SECTION 23. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Certificate appended to the Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Refunding Bonds.

**SECTION 24. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

**SECTION 25. Recitals.** All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.  
PASSED AND ADOPTED this 1st day of September, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

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

Attest:

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Secretary to the Board of Education  
Santa Monica-Malibu Unified School District

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary to the Board of Education of the Santa Monica-Malibu Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly and legally held at the regular meeting place thereof on September 1, 2016, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September \_\_, 2016

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Secretary to the Board of Education  
Santa Monica-Malibu Unified School  
District

**EXHIBIT A**  
(Form of Current Interest Bond)

**REGISTERED  
NO.**

**REGISTERED  
\$**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
2016 GENERAL OBLIGATION REFUNDING BONDS**

<b><u>INTEREST RATE:</u></b> ____% per annum	<b><u>MATURITY DATE:</u></b> July 1, 20____	<b><u>DATED AS OF:</u></b> _____, 2016	<b><u>CUSIP</u></b> _____
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**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT:**

The Santa Monica-Malibu Unified School District (the "District") in Los Angeles County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on January 1 and July 1 of each year (the "Bond Payment Dates"), commencing January 1, 2017. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before December 15, 2016, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent as of, and to the bank and account number on file with the Paying Agent as of, the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain outstanding bonded indebtedness of the District, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on September 1, 2016 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes by the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise (i) \$\_\_\_\_\_ Principal amount of Current Interest Bonds, of which this bond is a part, (ii) Capital Appreciation Bonds of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Conversion Value (each, a "Refunding Bond").

This bond is exchangeable and transferable for a bond of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, and Current Interest Bonds may not be exchanged for one another.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Refunding Bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before July 1, 20\_\_ are not subject to optional redemption prior to their respective maturity dates. The Current Interest Bonds maturing on or after July 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates at the option of the District, from any source of available funds, as a whole or in part, on any date on or after July 1, 20\_\_, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Current Interest Term Bonds maturing on July 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on July 1 of each year, on and after July 1, 20\_\_, at a redemption price equal to the Principal Amount thereof, together with accrued interest to the date fixed for redemption, without premium. The Principal Amounts represented by such Current Interest Term Bonds to be so redeemed, the dates therefor and the final Principal payment date are as indicated in the following table:

Redemption Date (July 1)	Principal Amount
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<sup>(1)</sup> Maturity.

In the event that a portion of the Current Interest Term Bonds maturing on July 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 of Principal Amount, in respect of the portion of such Current Interest Term Bonds optionally redeemed.

Whenever provision is made for the redemption of Refunding Bonds and less than all Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as directed by the District, and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in integral multiples of \$5,000 Principal Amount.



Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Refunding Bonds, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Refunding Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the boundaries of the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Santa Monica-Malibu Unified School District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of the District, all as of the date stated above.

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President, Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2016.

By: U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

By: \_\_\_\_\_  
Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution. Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: \_\_\_\_\_ (Facsimile Signature)  
[Secretary to/Clerk of] the Board of Education  
(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

**REGISTERED  
NO.**

**REGISTERED  
\$**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
2016 GENERAL OBLIGATION REFUNDING BONDS**

ACCRETION RATE:                      MATURITY DATE:                      DATED AS OF:                      CUSIP  
\_\_\_\_\_ %                                      July 1, \_\_\_\_\_                                      \_\_\_\_\_, 2016

REGISTERED OWNER:                      CEDE & CO.  
DENOMINATIONAL AMOUNT:  
MATURITY VALUE:

The Santa Monica-Malibu Unified School District (the "District") in Los Angeles County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each January 1 and July 1, commencing January 1, 2017, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain outstanding bonded indebtedness of the District, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on September 1, 2016 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes by the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise (i) \$\_\_\_\_\_ Principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this bond is a part, and of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Conversion Value (each, a "Refunding Bond").

This bond is exchangeable and transferable for a bond of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner, upon presentation and surrender hereof to the Paying Agent,

together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, and Current Interest Bonds may not be exchanged for one another.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Refunding Bond which has been selected or called for redemption in whole or in part

The Capital Appreciation Bonds maturing on or before July 1, 20\_\_ are not subject to optional redemption prior to their respective stated maturity dates. The Capital Appreciation Bonds maturing on or after July 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole, or in part, on any date on or after July 1, 20\_\_ at a redemption price equal to the Accreted Value of the Capital Appreciation Bonds called for redemption, as of the date fixed for redemption, without premium.

The Capital Appreciation Term Bonds maturing on July 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on July 1 of each year, on and after July 1, 20\_\_, at a redemption price equal to the Accreted Value thereof, as of the date fixed for redemption, without premium. The Accreted Value represented by such Capital Appreciation Term Bonds to be so redeemed, the dates therefor and the final Accreted Value payment date are as indicated in the following table:

<u>Redemption Dates</u>	<u>Accreted Value</u>
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TOTAL

In the event that a portion of the Capital Appreciation Term Bonds maturing on July 1, 20\_\_ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 Maturity Value, in respect of the portion of such Capital Appreciation Term Bonds optionally redeemed.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by Paying as in such manner as the Paying Agent may determine; provided, however, that the portion of any bond to be redeemed shall be in the Maturity Value of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the

Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the boundaries of the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Santa Monica-Malibu Unified School District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of the District, all as of the date stated above.

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President, Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2016.

By: U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

By: \_\_\_\_\_  
Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution. Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: \_\_\_\_\_ (Facsimile Signature)  
[Secretary to/Clerk of] the Board of Education  
(Form of Legal Opinion)



(Form of Convertible Capital Appreciation Bond)

**REGISTERED  
NO.**

**REGISTERED  
\$**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
2016 GENERAL OBLIGATION REFUNDING BONDS**

ACCRETION RATE:                      MATURITY DATE:                      DATED AS OF:                      CUSIP  
\_\_\_\_\_ %                                      July 1, \_\_\_\_\_                                      \_\_\_\_\_, 2016

REGISTERED OWNER:                      CEDE & CO.  
DENOMINATIONAL AMOUNT:  
MATURITY VALUE:

The Santa Monica-Malibu Unified School District (the "District") in Los Angeles County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the Denominational Amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each January 1 and July 1, commencing January 1, 2017, at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_ (the "Bond Payment Dates"). This bond will bear such interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Accreted Value or Conversion Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest following the Conversion Date is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent as of, and to the bank and account number on file with the Paying Agent as of, the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain outstanding bonded indebtedness of the District, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on September 1, 2016 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation

bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes by the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise (i) \$\_\_\_\_\_ Principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Conversion Value (each, a “Refunding Bond”).

This bond is exchangeable and transferable for a bond of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, and Current Interest Bonds may not be exchanged for one another.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Refunding Bond which has been selected or called for redemption in whole or in part

The Convertible Capital Appreciation Bonds maturing on or before July 1, 20\_\_ are not subject to optional redemption prior to their fixed maturity dates. The Convertible Capital Appreciation Bonds maturing on or after July 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after \_\_\_\_\_, 20 \_\_ at a redemption price equal to either (i) the Accreted Value thereof as of the date set for redemption, without premium, if redeemed prior to the Conversion Date, or (ii) the Conversion Value thereof, together with interest accrued thereon to the date set for redemption, without premium, if redeemed on and after the Conversion Date.

The Convertible Capital Appreciation Bonds maturing on July 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on July 1 of each year, on and after July 1, 20\_\_, at a redemption price equal to the Conversion Value of such Convertible Capital Appreciation Bonds, together with interest accrued thereon to the date set for redemption, without premium. The Conversion Value represented by such Convertible Capital Appreciation Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:

Redemption Dates

Conversion Value

TOTAL

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by Paying as in such manner

as the Paying Agent may determine; provided, however, that the portion of any bond to be redeemed shall be in the Conversion Value of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the boundaries of the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Santa Monica-Malibu Unified School District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of the District, all as of the date stated above.

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President, Board of Education

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2016.

By: U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

By: \_\_\_\_\_  
Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution. Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: \_\_\_\_\_ (Facsimile Signature)  
[Secretary to/Clerk of] the Board of Education  
(Form of Legal Opinion)



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## **DISCUSSION ITEMS**





TO: BOARD OF EDUCATION

DISCUSSION

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: DISTRICTWIDE HVAC (HEATING, VENTILATION, AND AIR CONDITIONING)  
STUDY

DISCUSSION ITEM NO. D.01

The Santa Monica-Malibu Unified School District contracted with ARUP to perform a Districtwide Campus Building Cooling Load and HVAC System Study. The work involved reviewing the existing facilities, multiple meetings with District and site staff, and preliminary conceptual design work and cost estimating.

The purpose of this discussion item will be to present the study and obtain guidance from the Board for the next steps.

Bond Program Manager Consultant, Steve Massetti, along with representatives from ARUP, will present the Cooling Load and HVAC System Study and discuss the next steps and will be available for questions and discussion at the meeting.



TO: BOARD OF EDUCATION

DISCUSSION

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
CAREY UPTON / STEVE MASSETTI

RE: 2016 SUMMER CONSTRUCTION UPDATE

DISCUSSION ITEM NO. D.02

Bond Program Construction Work during summer 2016 included Windows/Paint/Floor projects at Juan Cabrillo ES, Grant ES, and Will Rogers LC; continued work at Edison LA and Santa Monica HS; as well as the commencement of work under the Malibu MS/HS Campus Improvements project and the Olympic Modernization project. Bond Program Manager Consultant Steve Massetti will discuss work undertaken during this summer and will be available for questions and discussion at the meeting.



TO: BOARD OF EDUCATION

DISCUSSION

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA

RE: COLLEGE AND CAREER ACCESS PATHWAYS MOU: A DUAL ENROLLMENT  
PARTNERSHIP AGREEMENT

DISCUSSION ITEM NO. D.03

AB 288 establishes the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts to expand access to concurrent enrollment opportunities for high school students. The partnership agreement shall outline the terms of their partnership, such as the schedule of eligible courses that can be offered, thresholds for the academic readiness of pupils, protocols for sharing and joint facilities use, etc.

Tonight, staff will share the benefits of partnering with SMC under this new partnership.

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2016-2019**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as “Agreement” between Santa Monica College District (SMC) hereinafter known as “COLLEGE” and Santa Monica Malibu School District hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Santa Monica College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for three year beginning on                      and ending on June 30, 2019, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.

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*Note: All referenced Sections from AB 288 (Education Code § 76004)*

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

## **2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SMC and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

### **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SMC standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SMC policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3).



Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

#### **6. CCAP AGREEMENT COURSES**

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)

- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.4 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SMC academic standards.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.7 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SMC Business Procedure.
- 6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.9 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.10 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SMC guidelines, policies, pertinent statutes, and regulations.
- 6.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.12 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high

school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

- 6.13 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and course that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional

responsibilities. Said training shall be approved by and provided by the COLLEGE.

- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SMC.
- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SMC specifically with regard to their duties as instructors.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SMC policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of

contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)

9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.

9.4 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(1)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

## **10. APPORTIONMENT**

10.1 SMC shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)

10.3 SMC shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)

- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

## 11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SMC certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SMC will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **12. PROGRAM IMPROVEMENT**

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

## **13. RECORDS**

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

## **14. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## **15. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all

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*Note: All referenced Sections from AB 288 (Education Code § 76004)*

**10 |**

Page

student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

## **16. REIMBURSEMENT**

- 16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

## **17. FACILITIES**

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SMC or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each



course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

## **18. INDEMNIFICATION**

- 18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 18.2 The SMC agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SMC and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SMC and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **19. INSURANCE**

- 19.1 The SCHOOL DISTRICT, in order to protect SMC, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purposes of this

Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.

19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend SMC, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **20. NON-DISCRIMINATION**

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **21. TERMINATION**

21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP agreement.

21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## **22. MODIFICATION AND AMENDMENT**

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

## **23. GOVERNING LAWS**

23.1 This agreement shall be interpreted according to the laws of the State of California.

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*Note: All referenced Sections from AB 288 (Education Code § 76004)*

**13 |**

Page

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical boundaries of SMC, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on \_\_\_\_\_ 2016

By: \_\_\_\_\_  
SCHOOL DISTRICT

By: \_\_\_\_\_  
SANTA MONICACOLLEGE DISTRICT

**Santa Monica College District Board Meetings:**

- (a) **Information Board Meeting Date: August 2, 2016**
- (b) **Public Comment Board Meeting Date: September 6, 2016**

**School District Board Meetings:**

- (a) **Information Board Meeting Date: August 10, 2016**
- (b) **Public Comment Board Meeting Date: September 1, 2016**

**APPENDIX**

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT**

<b>LOCATION</b>	<b>NAME AND TITLE</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
College:	Maral Hyeler, Director Instructional Services	310-434-3551	hyeler_maral@smc.edu
School District:	Dr. Ellen Edeburn, Director Secondary Curriculum and Instruction	310-450-8338 x70332	eedeburn@smmusd.org

**2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **CCAP AGREEMENT PROGRAM YEAR FALL 2016-SPRING 2017** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2016-2017 COLLEGE: Santa Monica College

SCHOOL DISTRICT: Santa Monica Malibu School District

HIGH SCHOOL: Santa Monica High School

EDUCATIONAL PROGRAM: Media Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 70 per semester					TOTAL PROJECTED FTES: 16.77		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Survey of Mass Media Communication	Media 1	Fall	2:20-3:40PM	T, Th	Chicas, Herbert	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Broadcasting Announcing and Production	Media 13	Fall	2:20-3:40PM	T, Th	Calucci, Michael	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19 (2 sections)	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Media, Gender, Race	Media 10	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Writing and Producing Short Form Media	Media 20	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Computer Science

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 per semester					TOTAL PROJECTED FTES: 7.19		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Computer Science	CS 3	Fall	2:20-3:40PM	T, Th	Morgan, David	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Visual Basic Programing	CS 15	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

EDUCATIONAL PROGRAM: Early Childhood Education

TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 per semester					TOTAL PROJECTED FTES: 8.58		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Principles and Practices of Teaching Young Children	ECE 2	Fall	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Introduction to Curriculum	ECE 17	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

EDUCATIONAL PROGRAM: IGETC

TOTAL NUMBER OF STUDENTS TO BE SERVED: 190 per semester					TOTAL PROJECTED FTES: 60.45		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Principals of Macroeconomics	Econ 2	Fall/ Spring	2:20-3:40PM	M, W	Saxton, Joseph	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

Note: All referenced Sections from AB 288 (Education Code 76004)

Elementary Algebra	Math 31	Fall	2:20-3:40PM	M, T, W, Th	Safii, Soheil	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intermediate Algebra	Math 20	Spring	2:20-3:40PM	M, T, W, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Arithmetic and Prealgebra	Math 85	Fall	2:20-3:40PM	M, T, W, Th	Baskauskas, Vytas	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Elementary Algebra	Math 31	Spring	2:20-3:40PM	M, T, W, Th	Safii, Soheil	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Guitar I	Music 84A	Fall	2:20-3:15	M, T, W, Th	Harris, Mark	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Guitar II	Music 84B	Spring	2:20-3:15	M, T, W, Th	Harris, Mark	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Jazz Band	Music 78	Fall/Spring	3:35-5:40pm	MW	Whaley, Tom	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
National and CA Government	Pol Sci 1	Fall / Spring	2:20-3:40PM	M, W	Shrode, Rob	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Introduction to Sociology	Soc 1	Fall	7:50-9:10am	T, Th	Phillips, Kim	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Social Problems	Soc 2	Spring	7:50-9:10am	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19 (4 sections)	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

**HIGH SCHOOL:** Malibu High School

**EDUCATIONAL PROGRAM:** Media Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 per semester					TOTAL PROJECTED FTES: 6.22		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION

*Note: All referenced Sections from AB 288 (Education Code 76004)*

Broadcasting Announcing and Production	Media 13	Fall	3:00- 6:20pm	W	Stowell, Rachel	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Short Form Visual Media Production	Media 21	Spring	3:00- 6:20pm	W	Stowell, Rachel	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

EDUCATIONAL PROGRAM: Music Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 40 per semester	TOTAL PROJECTED FTES: 11.91
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Chamber Choir	Music 59	Fall/Spring	3:00- 5:05 M	1:00-3:10 F	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Jazz Band	Music 78	Fall/Spring	3:00- 5:05 M	1:00-3:10 F	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

*Note: All referenced Sections from AB 288 (Education Code 76004)*



**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**4. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Counseling 19	No text required		N/A	
CS 3	Introduction to Computer Systems 2 <sup>nd</sup> Edition	\$109.50	N/A	
CS 15	Starting out with Visual Basic 2012 1 <sup>st</sup> Edition	\$114.50	N/A	
ECE 2	Teaching Young Children 5 <sup>th</sup> Edition	\$197.75	N/A	
ECE 17	Early Education Curriculum 6 <sup>th</sup> Edition	\$238.00	N/A	
Econ 2	Prin. Of Macroeconomics- W/Access 11 <sup>th</sup> Edition	\$259.00	N/A	
Math 31	Intro Algebra of College Students W/Math Lab 7 <sup>th</sup> Ed.	\$135.25	N/A	

*Note: All referenced Sections from AB 288 (Education Code 76004)*

Math 20	Intermediate Algebra 3 <sup>rd</sup> Ed.	\$136.25	N/A	
Math 85	Arithmetic & Pre-Algebra 1 <sup>st</sup> Ed.	\$141.25	N/A	
Math 31	Intro Algebra of College Students W/Math Lab 7 <sup>th</sup> Ed.	\$135.25	N/A	
Media 1	Media & Culture 10 <sup>th</sup> Ed.	\$143.00	N/A	
Media 13	Broadcast Announcing Worktext 4 <sup>th</sup> Edition	\$83.50	N/A	
Media 10	Race, Gender, Class & Media 2 <sup>nd</sup> Ed.	\$162.50	N/A	
Media 20	Video Production Handbook 5 <sup>th</sup> Ed.	\$59.25	N/A	
Media 21	Video Production Handbook 5 <sup>th</sup> Ed.	\$59.25	N/A	
Music 59	No text required		N/A	
Music 84A	No text required		N/A	
Music 84B	No text required		N/A	
Music 78	No text required		N/A	
Pol Sci 1	Democracy & Difference Through The Aesthetics of Film	\$117.00	N/A	
Soc 1	Sociology	\$31.50	N/A	
Soc 2	Social Problems 11 <sup>th</sup> Ed.	\$194.50	N/A	

*Note: All referenced Sections from AB 288 (Education Code 76004)*

**5. FACILITIES USE**

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

<b>BUILDING</b>	<b>CLASSROOM</b>	<b>DAYS</b>	<b>HOURS</b>
Santa Monica HS	TBD	See days above	See hours above
Malibu HS	TBD	See days above	See hours above



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## **MAJOR ITEMS**



TO: BOARD OF EDUCATION

ACTION/MAJOR

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU

RE: ADOPT RESOLUTION NO. 16-07 - IN SUPPORT OF PROPOSITION 51: THE KINDERGARTEN THROUGH COMMUNITY COLLEGE PUBLIC EDUCATION FACILITIES BOND ACT OF 2016

RECOMMENDATION NO. A.36

It is recommended that the Board of Education adopt Resolution No. 16-07 - In support of Proposition 51: The Kindergarten through Community College Public Education Facilities Bond Act of 2016.

COMMENTS: Attached is the resolution for consideration. The language was suggested by the California School Boards Association.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-07  
IN SUPPORT OF PROPOSITION 51: THE KINDERGARTEN THROUGH COMMUNITY  
COLLEGE PUBLIC EDUCATION FACILITIES BOND ACT OF 2016**

**WHEREAS**, Article IX Section 5 of the California Constitution finds public education is a State responsibility; and

**WHEREAS**, Article 1 Section 28 of the California Constitution states that public schools shall be safe, secure and peaceful; and

**WHEREAS**, the voters of the State of California have, since 1982, consistently approved statewide school construction and modernization bond measures to provide resources through programs contained in Division 1, Part 10, Article 12 and Article 12.5 of the Education Code; and

**WHEREAS**, state school construction and modernization bond funds are matched with funds provided by local communities; and

**WHEREAS**, the State of California is out of school facility funds and cannot provide the State match for almost \$2 billion in projects already filed under current law; and

**WHEREAS**, the Santa Monica-Malibu Unified School District has in excess of \$400 million in facility needs over the next five to ten years, which may be partially funded by State bonds; and

**WHEREAS**, Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 provides resources for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California employers; and

**WHEREAS**, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment<sup>1</sup>; and

**WHEREAS**, Proposition 98 and the new Local Control Funding Formula are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

**WHEREAS**, quality 21<sup>st</sup> Century school facilities designed for student needs of today and tomorrow enhance academic achievement and further the State's academic and economic goals; and

**WHEREAS**, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 will provide State matching funds;

**WHEREAS**, the California School Boards Association supports the Kindergarten through Community College Public Education Facilities Bond Act of 2016; now, therefore, be it

**RESOLVED** that the Santa Monica-Malibu Unified School District supports Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

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<sup>1</sup> Economic Analysis of the Impacts of Proposition 55 of the California Economy"/Californians for Accountability and Schools (Dr. J. Robert Fountain)



**ADOPTED BY** the Santa Monica-Malibu Unified School District Board of Education on the 1<sup>st</sup> day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dr. Chris King  
Co-Interim Superintendent

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Laurie Lieberman  
Board President

---

Dr. Sylvia Rousseau  
Co-Interim Superintendent

Please forward a copy of the signed resolution to the California School Boards Association by emailing it to [govrel@csba.org](mailto:govrel@csba.org).



TO: BOARD OF EDUCATION

ACTION/MAJOR

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU

RE: ADOPT RESOLUTION NO. 16-08 - IN SUPPORT OF PROPOSITION 55: THE CALIFORNIA CHILDREN'S EDUCATION AND HEALTH CARE PROTECTION ACT OF 2016

RECOMMENDATION NO. A.37

It is recommended that the Board of Education adopt Resolution No. 16-08 - In support of Proposition 55: The California Children's Education and Health Care Protection Act of 2016.

COMMENTS: Attached is the resolution for consideration. The language was suggested by the California School Boards Association.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-08  
IN SUPPORT PROPOSITION 55: THE CALIFORNIA CHILDREN'S EDUCATION AND  
HEALTH CARE PROTECTION ACT OF 2016**

**WHEREAS**, the Santa Monica-Malibu Unified School District Board of Education is committed to making policy and financial decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

**WHEREAS**, during the recent recession, the state cut more than \$56 billion from education, healthcare and other critical services; and public schools statewide experienced unprecedented funding reductions and apportionment deferrals; and

**WHEREAS**, California public schools rank 42<sup>nd</sup> out of the 50 states in per-pupil spending; California public schools are the most crowded in the nation; and California provides fewer guidance counselors and librarians per student than any other state in the nation;<sup>2</sup> and

**WHEREAS**, many of California's schoolchildren come from low-income families that lack access to the health care services needed to keep those children in school and learning; and

**WHEREAS**, passage of Proposition 30 in 2012 helped increase state revenues, providing a significant boost to California's K-12 school spending and sending funds directly to school districts through the Education Protection Account; and

**WHEREAS**, the revenues from Proposition 30 will decline after 2016 and will disappear completely after 2018, the last year its provisions will be in effect; and

**WHEREAS**, Proposition 55, the California Children's Education and Health Care Protection Act of 2016 would extend the Proposition 30 temporary income tax rates for an additional 12 years, to continue funding the Education Protection Account and boost spending on health care for low income families; and

**WHEREAS**, unless Californians extend the Proposition 30 temporary tax increases, the state's schools most likely will receive relatively fewer dollars in the years ahead, raising the prospect that California's school spending will fall even further behind the nation; and

**WHEREAS**, the California School Boards Association supports Proposition 55, the California Children's Education and Health Care Protection Act of 2016; and

**WHEREAS**, the Santa Monica-Malibu Unified School District's commitment to Excellence through Equity depends upon current funding levels;

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Monica-Malibu Unified School District Board of Education joins the California School Boards Association and governing boards around the state in supporting Proposition 55, the California Children's Education and Health Care Protection Act of 2016 and in urging the Legislature to work with the public education community to identify stable, long-term, adequate funding solutions for public schools.

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<sup>2</sup> [http://calbudgetcenter.org/wp-content/uploads/Californias-Support-for-K12-Education-Ranks-Low-by-Almost-Any-Measure\\_FactSheet\\_11.17.2015.pdf](http://calbudgetcenter.org/wp-content/uploads/Californias-Support-for-K12-Education-Ranks-Low-by-Almost-Any-Measure_FactSheet_11.17.2015.pdf)

**BE IT FURTHER RESOLVED**, that this body, the Santa Monica-Malibu Unified School District Board of Education, supports the passage of Proposition 55, the California Children’s Education and Health Care Protection Act of 2016 because it provides needed revenue to public schools.

**ADOPTED BY** the Santa Monica-Malibu Unified School District Board of Education on the 1<sup>st</sup> day of September 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Dr. Chris King  
Co-Interim Superintendent

---

Laurie Lieberman  
Board President

---

Dr. Sylvia Rousseau  
Co-Interim Superintendent

Please forward a copy of the signed resolution to the California School Boards Association by emailing it to [govrel@csba.org](mailto:govrel@csba.org).



TO: BOARD OF EDUCATION

ACTION/MAJOR

09/01/16

FROM: CHRISTOPHER KING / SYLVIA ROUSSEAU

RE: ADOPT RESOLUTION NO. 16-09 - IN SUPPORT OF PROPOSITION 56: THE CALIFORNIA HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016

RECOMMENDATION NO. A.38

It is recommended that the Board of Education adopt Resolution No. 16-09 - In support of Proposition 56: The California Healthcare, Research and Prevention Tobacco Tax Act of 2016.

COMMENTS: Attached is the resolution for consideration. The language was suggested by the California School Boards Association.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-09  
IN SUPPORT OF PROPOSITION 56: THE CALIFORNIA HEALTHCARE, RESEARCH AND  
PREVENTION TOBACCO TAX ACT OF 2016**

**WHEREAS**, smoking is the leading preventable cause of death in California; and

**WHEREAS**, 90 percent of smokers start as teens<sup>3</sup>; and

**WHEREAS**, over 17,000 children in California become addicted to smoking every year<sup>4</sup>;  
and

**WHEREAS**, half of all teens who start smoking will die from smoking related illness<sup>5</sup>; and

**WHEREAS**, for every 10 percent increase in the cost of a pack of cigarettes, teen smoking drops by up to 6.5 percent<sup>6</sup>; and

**WHEREAS**, teen e-cigarette (vaping) use tripled between 2013 and 2014<sup>7</sup>; and

**WHEREAS**, Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 will prevent teens from becoming addicted to tobacco; and

**WHEREAS**, every year, smoking costs California taxpayers billions of dollars, including \$3.5 billion spent annually on Medi-Cal to treat smoking-related diseases<sup>8</sup>; and

**WHEREAS**, Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 will reduce smoking rates and reduce long-term healthcare costs; and

**WHEREAS**, Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 will increase the tax on a pack of cigarettes sold in California from 87 cents per pack to \$2.87, and place equivalent taxes on other tobacco products containing nicotine, like e-cigarettes (vaping); and

**WHEREAS**, Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 will raise approximately \$2.5 billion annually, 85 percent of which will fund healthcare programs; and

**WHEREAS**, these programs include Medi-Cal which is the primary medical care for the majority of California's school children, smoking prevention programs at our schools through grants administered by the California Department of Education, research on tobacco-related diseases including cancer, heart and lung disease through the University of California,

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<sup>3</sup> SAMHSA, calculated based on data in 2012 *National Survey on Drug Use and Health*.

<https://www.tobaccofreekids.org/research/factsheets/pdf/0127.pdf>.

<sup>2</sup> Campaign for Tobacco Free Kids, "Toll of Tobacco in California." [https://www.tobaccofreekids.org/facts\\_issues/toll\\_us/california](https://www.tobaccofreekids.org/facts_issues/toll_us/california)

<sup>5</sup> Campaign for Tobacco Free Kids, "Toll of Tobacco in California."

[https://www.tobaccofreekids.org/facts\\_issues/toll\\_us/california](https://www.tobaccofreekids.org/facts_issues/toll_us/california)

<sup>6</sup> Chaloupka, FJ, "Macro-Social Influences: The Effects of Prices and Tobacco Control Policies on the Demand for Tobacco Products," *Nicotine and Tobacco Research* 1(Suppl 1): S105-9, 1999;

<sup>7</sup> Centers for Disease Control and Prevention, "E-cigarette use triples among middle and high school students in just one year." April 15, 2015. <http://www.cdc.gov/media/releases/2015/p0416-e-cigarette-use.html>

<sup>8</sup> Campaign for Tobacco Free Kids, "Toll of Tobacco in California."

[https://www.tobaccofreekids.org/facts\\_issues/toll\\_us/california](https://www.tobaccofreekids.org/facts_issues/toll_us/california)



increasing medical residency programs for our students graduating from California medical schools; and

**WHEREAS**, Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 is supported by the California School Boards Association; and

**WHEREAS**, Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 is also supported by State Superintendent of Public Instruction Tom Torlakson, the American Cancer Society Cancer Action Network, the American Heart Association, the American Lung Association in California, the California Medical Association, the California Dental Association, the California Hospital Association, the Service Employees International Union; now, therefore, be it

**RESOLVED** that the Santa Monica-Malibu Unified School District Board of Education supports Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016.

**ADOPTED BY** the Santa Monica-Malibu Unified School District Board of Education on the 1<sup>st</sup> day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dr. Chris King  
Co-Interim Superintendent

---

Laurie Lieberman  
Board President

---

Dr. Sylvia Rousseau  
Co-Interim Superintendent

Please forward a copy of the signed resolution to the California School Boards Association by emailing it to [govrel@csba.org](mailto:govrel@csba.org).



TO: BOARD OF EDUCATION

ACTION/MAJOR

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU

RE: ADOPT RESOLUTION NO. 16-10 - IN SUPPORT OF PROPOSITION 58: THE CALIFORNIA EDUCATION FOR A GLOBAL ECONOMY (EDGE) INITIATIVE

RECOMMENDATION NO. A.39

It is recommended that the Board of Education adopt Resolution No. 16-10 - In support of Proposition 58: The California Education for a Global Economy (EdGE) Initiative.

COMMENTS: Attached is the resolution for consideration. The language was suggested by the California School Boards Association.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

ABSENT:

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

**RESOLUTION NO. 16-10  
IN SUPPORT OF PROPOSITION 58,  
THE CALIFORNIA EDUCATION FOR A GLOBAL ECONOMY (EDGE) INITIATIVE**

**WHEREAS**, All California school children have the right to an equal opportunity to advance and excel in all subjects, including the opportunity to develop fluency and literacy in the English language, as well as other languages; and

**WHEREAS**, The Board of Education of the Santa Monica-Malibu Unified School District believes that a world class, 21<sup>st</sup> Century education must ensure that every student has the opportunity to learn, read, communicate, compose and think at a high level of sophistication in both English and in additional languages; and

**WHEREAS**, Proposition 58, the California EdGE Initiative is consistent with this governing board's dedication to improving student outcomes and the need to produce graduates with skills which prepare them for employment in the global economy; and

**WHEREAS**, California employers across all sectors, both public and private, are actively recruiting multilingual employees because of their ability to forge stronger bonds with customers, clients, and business partners; and

**WHEREAS**, Passage of Proposition 58, the California EdGE Initiative will provide the Santa Monica-Malibu Unified School District with more flexibility and greater educational options concerning the education of our students along with greater opportunity for our students to access innovative language programs; and

**WHEREAS**, Proposition 58, the California EdGE Initiative provides school districts greater local control in devising programs for their students to improve mastery of English and other languages; and

**WHEREAS**, the California School Boards Association supports Proposition 58, the California EdGE Initiative; and

**WHEREAS**, Proposition 58, the California EdGE Initiative was placed on the November 8, 2016 general election ballot as a result of bipartisan action by the California Legislature; now, therefore, be it

**RESOLVED** that the Board of Education of the Santa Monica-Malibu Unified School District supports Proposition 58, the California Education for a Global Economy (EdGE) Initiative.

**ADOPTED BY** the Santa Monica-Malibu Unified School District Board of Education on the 1<sup>st</sup> day of September 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Dr. Chris King  
Co-Interim Superintendent

---

Laurie Lieberman  
Board President

---

Dr. Sylvia Rousseau  
Co-Interim Superintendent

Please forward a copy of the signed resolution to the California School Boards Association by emailing it to [govrel@csba.org](mailto:govrel@csba.org)



TO: BOARD OF EDUCATION

ACTION/MAJOR

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / JANECE L. MAEZ /  
PAT HO

RE: 2015-16 UNAUDITED ACTUAL FINANCIAL REPORT

RECOMMENDATION NO. A.40

It is recommended the Board of Education approve the 2015-16 Unaudited Actual Financial Report and staff recommendations for fund balances reservations.

COMMENTS: California Education Code §42100 requires the governing board of each school district to provide the county office of education a report of all revenues and expenditures for the preceding fiscal year. This report must also include any resulting corrections to the current year (2016-17) adopted budget. Although the prior fiscal year formally ended on June 30, final accounting tabulations are not generally completed by the District and the LACOE until the end of August. It is noted that all data contained in the attached report will be subject to final audit by the District's independent auditing firm of Christy White Accountancy Corporation.

The purpose of this agenda item is to present the final results of operation for the 2015-16 fiscal year. The information is presented in the format required by the state. Staff will be presenting a more user-friendly version of the information to the Board at the meeting. The PowerPoint presentation should be available on the District web site early next week.

**Highlights from the 2015-16 Unaudited Actuals**

General Fund Ending Balance 2015-16

1) **Unrestricted Funds** – The Unrestricted General Fund ending balance (inclusive of a Board-approved 3% Reserve for Economic Uncertainties, revolving cash, warehouse inventory, school site and District carryover funds, etc.) is currently reported to be \$32,609,848

2) The components of that \$32,609,848 Ending Balance include the following:

Stores-Revolving Cash-Prepaid	\$ 152,233
Reserve for Economic Uncertainties	\$ 4,348,336
Assignments of Fund Balance	
Prior Year Encumbrances/Carryovers	\$ 910,662
Carryover for Stretch Grant	\$ 209,577
2016-17 Deficit Spending	\$ 10,220,086
2017-18 Deficit Spending	\$ 6,461,566
2018-19 Deficit Spending	\$ 7,319,259
Reserve up to 2 months Expenses	\$ 2,988,129
Total Designations	\$ 28,109,279

3) The Unrestricted General Fund balance was approximately \$4 million higher than expected when the Estimated Actuals were prepared with the 2016-17 Budget document in June 2016.

The balance of \$4 million can largely be explained by the following:

Additional LCFF Funds (Property Taxes)	\$ 148,773
Unspent Special Ed Expenditure Budget	\$ 1,049,883
Prop Y Revenue	\$ 152,230
Lottery Revenue	\$ 164,718
Interest and Other Local Revenues	\$ 380,888
Rollover Purchase Order from 2015-16	\$ 910,662
Unspent SMMEF Stretch Grant funds	\$ 209,577
Unspent Allocations Districtwide	\$ 950,000

**Restricted Funds** – The Restricted General Fund accounts for the remaining categorical funds and local resources. The ending balance for that portion of the General Fund was approximately \$2.4 million higher than projected in June. This is a result of categorical and local carryovers and will be used in those specific resources.

Attachment:

- Summary of the Local General Fund Contribution (*LGFC*) category for 2015-16.
- Summary of the 2015-16 ending fund balance for each District fund.

The complete 2015-16 Unaudited Actual Financial Report in the State Standardized Account Code Structure (*SACS*) is attached to the Agenda as *Attachment A* (green pages).

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



**SANTA MONICA-MALIBU USD  
2015-16 LOCAL GENERAL FUND CONTRIBUTION (LGFC)**

	2015-16 ESTIMATED ACTUALS	2015-16 ACTUALS	CHANGES
SPECIAL EDUCATION	19,466,566	18,416,683	(1,049,883)
ON GOING MAINTENANCE PROGRAM	4,337,685	4,337,685	-
<b>TOTAL CONTRIBUTION:</b>	<b>23,804,251</b>	<b>22,754,368</b>	<b>(1,049,883)</b>

**2015-16 GENERAL FUND CONTRIBUTION TO OTHER FUNDS**

	2015-16 ESTIMATED ACTUALS	2015-16 ACTUALS	CHANGES
CHILD DEVELOPMENT FUND ( FUND 12)	234,491	234,491	
CAFETERIA FUND (FUND 13)	130,000	350,000	220,000
DEFERRED MAINTENANCE FUND (FUND 14)	250,000	250,000	
<b>TOTAL CONTRIBUTION:</b>	<b>234,491</b>	<b>234,491</b>	<b>-</b>

**SANTA MONICA-MALIBU USD  
2015-16 SUMMARY REPORT FOR ALL FUNDS  
UNAUDITED ACTUALS**

FUND	DESCRIPTION	BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	FUND BALANCE
01	<b>GENERAL FUND</b>				
	UNRESTRICTED	\$ 31,534,918.82	\$ 103,999,080.53	\$ 102,924,151.24	\$ 32,609,848.11
	RESTRICTED	\$ 3,939,550.26	\$ 43,278,387.05	\$ 42,020,364.91	\$ 5,197,572.40
11	ADULT EDUCATION	\$ 369,566.14	\$ 842,085.17	\$ 551,750.91	\$ 659,900.40
12	CHILD DEVELOPMENT	\$ 264,166.08	\$ 8,401,095.84	\$ 8,366,396.04	\$ 298,865.88
13	CAFETERIA	\$ 176,203.14	\$ 3,036,244.04	\$ 3,016,471.05	\$ 195,976.13
14	DEFERRED MAINTENANCE	\$ 140,845.89	\$ 250,988.20	\$ 179,637.85	\$ 212,196.24
21	BUILDING	\$ 61,878,829.25	\$ 61,153,400.79	\$ 30,291,017.69	\$ 92,741,212.35
25	CAPITAL FACILITIES	\$ 3,434,360.77	\$ 936,375.07	\$ 3,134,057.28	\$ 1,236,678.56
40	SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS	\$ 9,406,054.71	\$ 5,938,787.65	\$ 3,900,632.91	\$ 11,444,209.45
51	BOND INTEREST AND REDEMPTION FUND	\$ 45,210,774.00	\$ 39,486,293.00	\$ 48,187,390.00	\$ 36,509,677.00
71	RETIREE BENEFIT FUND	\$ -	\$ 5,781,931.77	\$ 661,757.57	\$ 5,120,174.20



TO: BOARD OF EDUCATION

ACTION/MAJOR

09/01/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU

RE: NOMINATION FOR CSBA DIRECTORS-AT-LARGE ASIAN / PACIFIC  
ISLANDERS AND HISPANIC

RECOMMENDATION NO. A.41

It is recommended that the Board of Education nominate, if it so chooses, a board member to run for the CSBA Board of Directors for the position(s) of Directors-at-Large Asian / Pacific Islander and Hispanic.

COMMENT: Nominations for CSBA Directors from even-numbered CSBA regions are currently being accepted from August 1 to October 3, 2014. Each regional Director must be nominated by a Delegate from that region in writing to the President of the Association and must certify that the nominee has consented to be nominated. The nominee must be a trustee of a district or county office of education that is a current member of CSBA within the CSBA geographic region that the Director will represent.

Elections will take place at the Delegate Assembly meeting in San Francisco on December 13-14. Directors serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show.

The nomination form, candidate form, and two letters of recommendation are due (postmarked) Friday, September 30, 2016.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



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## **INFORMATION ITEMS**



TO: BOARD OF EDUCATION INFORMATION  
09/01/16  
FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA /  
ELLEN EDEBURN  
RE: SUPPLEMENTAL TEXTBOOK

INFORMATION ITEM NO. I.01

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

COMMENT: In accordance with the Board of Education policy, the textbooks(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

**Freakonomics** by Levitt, Steven D. & Dubner, Stephen J; Morrow/Collins publisher  
ISBN 978-0-06-073133-5 requested by teacher Andy Meyer, Malibu HS.