

For a Listing of Upcoming Board Meetings See Page vi of this Table of Contents
Santa Monica-Malibu Unified School District
Board of Education Meeting
AGENDA

April 4, 2011

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education will be held on **Wednesday, April 6, 2011**, in the **District Administrative Offices**: 1651 16th Street, Santa Monica, CA. The Board of Education will call the meeting to order at 4:30 p.m. in the Board Conference Room at the District Offices, at which time the Board of Education will move to Closed Session regarding the items listed below. The public meeting will reconvene at 6:00 p.m. in the Board Room.

The public meeting will begin at 6:00 p.m.

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

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

I. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

II. PUBLIC COMMENTS FOR CLOSED SESSION ITEMS ONLY

III. CLOSED SESSION (90)

- Conference with Superintendent regarding 2011-12 Strategies for Negotiations with S.M.M.C.T.A. pursuant to GC §54957.6 as cited in the Brown Act. (10)
- Conference with Superintendent regarding 2011-12 Strategies for Negotiations with S.E.I.U. pursuant to GC §54957.6 as cited in the Brown Act (*agenda item No. A.33*) (10)
- Closed session with legal counsel concerning anticipated litigation pursuant to GC §54956.9 as cited in the Brown Act (3 cases). (40)
- Closed session with legal counsel concerning existing litigation pursuant to GC §54956.9(a) as cited in the Brown Act – MICHAEL CHWE v. SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, Los Angeles Superior Court Case Number BS 130905. (10)
- Pupil hearing pursuant to EC §48918 (c) as cited in the Brown Act (*agenda item No. A.35*) (10)
- Public Employee, to consider appointment, employment, performance evaluation, or dismissal of employee pursuant to GC§54957, as cited in the Brown Act (Superintendent) (10)

IV. BOARD OF EDUCATION – COMMENDATIONS / RECOGNITIONS (20)

- Sempra Energy Foundation and the Southern California Gas Company

V. APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

March 17, 2011
March 24, 2011

VII. **CONSENT CALENDAR** (30)

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

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VIII. 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. All speakers are limited to three (3) minutes. When there is a large number of speakers, the Board may reduce the allotted time to two (2) minutes per speaker. The Brown Act (Government Code) states that Board members may not engage in discussion of issues raised during "VIII. 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. This Public Comment section is limited to twenty (20) 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**.

IX. COMMUNICATIONS (30)

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

A. Student Board Member Reports (15)

Tanya Choo – Santa Monica High School

Elizabeth Wilson – Malibu High School

Billy Foran – Olympic High School

B. SMMCTA Update – Mr. Harry Keiley (5)

C. S.E.I.U. Update – Ms. Keryl Cartee-McNeely (5)

D. PTA Council – Shari Davis (5)

X. SUPERINTENDENT'S REPORT (5)

MAJOR and DISCUSSION Items

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

XI. MAJOR ITEMS (105)

These items are considered to be of major interest and/or importance and are presented for **ACTION (A)** or **INFORMATION (I)** at this time. Many have been reviewed by the Board at a previous meeting under Section XII (Discussion Items) of the agenda.

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XII. DISCUSSION ITEMS (90)

These items are submitted for information (FIRST READING) and discussion. Action will generally be considered at the next regularly scheduled meeting of the Board.

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I.07	Revision to AR 6164.4 – Identification and Evaluation of Individuals for Special Education.....	138-146
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XIV. BOARD MEMBER ITEMS (0)

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

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

A board member or 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.

XVI. 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**.)

XVII. BOARD MEMBER COMMENTS

Board Member Comments is the section where 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.”

XVIII. 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.

XIV. CLOSED SESSION

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

XX. ADJOURNMENT

This meeting will adjourn to the regularly scheduled meeting on **Thursday, May 5, 2011**, at 6:00pm at the Malibu City Council Chambers: 23815 Stuart Ranch Road, Malibu, CA.

Meetings held at the District Office and in Malibu are taped and rebroadcast in Santa Monica on CityTV2, Cable Channel 20 – Check TV listing.

Meetings are rebroadcast in Malibu on Government Access Ch. 3 every Saturday at 8pm.

SMMUSD Board of Education Meeting Schedule 2010-2011

Closed Session begins at 4:30pm

Public Meetings begin at 6:00pm

July through December 2010					
Month	1 st Thursday	2 nd Thursday	3 rd Thursday	4 th Thursday	Special Note:
July			7/14* DO		*Wednesday, 7/14
August	8/4* DO		8/18* DO		*8/4: Workshop *Wednesday, 8/18
September	9/2 9/1* DO 9/4* DO		9/16* DO	9/23 DO	*Wednesday, 9/1 *9/4: Special Closed Session First day of school: 9/7 *9/16: Special Meeting
October	10/7 M		10/21 DO	10/29* DO	*10/29: Special Meeting
November	11/4 M		11/18 DO		Thanksgiving: 11/25-26
December	12/2* M	12/9 DO		winter break	*12/2: Special Meeting in Malibu
December 18 – 31: Winter Break					
January through June 2011					
January 1 – 2: Winter Break					
January	1/3* DO	1/13 DO	1/20* DO		*1/3: Special Meeting *1/20: Special Meeting
February	2/3 M		2/17 DO		
March	3/3 DO		3/17 DO	3/24* DO	*3/24: Special Closed Session
April 11 – 22: Spring Break					
April	4/2-3* DO 4/6* DO	spring break	spring break		*4/2-3: Special Closed Session *Wednesday, 4/6 (rescheduled from 4/14) *Stairway: 4/7 & 4/8
May	5/5 M		5/19 DO		
June	6/2 DO		6/16 DO	6/30* DO	Last day of school: 6/22 *6/30 replaces 6/16

District Office (DO): 1651 16th Street, Santa Monica.

Malibu City Council Chambers (M): 23815 Stuart Ranch Road, Malibu, CA

**Santa Monica-Malibu Unified School District
Board of Education
April 6, 2011**

I. CALL TO ORDER

A. Roll Call

Jose Escarce – President
Ben Allen – Vice President
Oscar de la Torre
Maria Leon-Vazquez
Laurie Lieberman
Ralph Mechur
Nimish Patel

Student Board Members

B. Pledge of Allegiance

II. CLOSED SESSION

TO: BOARD OF EDUCATION
FROM: TIM CUNEO
RE: APPROVAL OF MINUTES

ACTION
04/06/11

RECOMMENDATION NO. A.01

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

March 17, 2011
March 24, 2011

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

CONSENT ITEMS

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / JANECE L. MAEZ / PEGGY HARRIS /
STUART SAM

RE: APPROVAL OF INDEPENDENT CONTRACTORS

RECOMMENDATION NO. A.02

It is recommended that the Board of Education enter into an agreement with the following Independent Contractors. These contracts are included in the 2010-2011 budget.

Contractor/ Contract Dates	Description	Site	Funding (Measure BB)
NONE			

Contractor/ Contract Dates	Description	Site	Funding
Dennis Woliver Kelley (DWK) 9/20/10 to 6/30/11 3 rd addendum: total not to exceed \$73,000 Original not to exceed: \$25,000 (BOE 10/7/10) 1 st addendum: not to exceed: \$50,000 (BOE 1/13/11) 2 nd addendum: not to exceed: \$70,000 (BOE 2/3/11)	To prepare periodic reviews of relevant court decisions, legislation, and other legal issues as they pertain to the Pt. Dume Marine Science School Charter school petition.	Superintendent's Office	01-00000-0-00000-71500- 5802-020-1200
Jon Monastero 3/28/11 to 3/31/11 Not to exceed: \$1,400	4 days of presentations to 8 th grade social studies classes on life of a common soldier in the American Civil War.	Adams	01-90150-0-11100-10000- 5890-011-4110 (Reimbursed by PTA)
PS Arts 10/01/10 to 6/15/11 Not to exceed: \$5,000	To teach art for all classes K-5.	Muir	50%: 01-90150-0-11100- 10000-5802-005-4050 50%: 01-00010-0-11100- 10000-5802-005-4050
Networld Solutions 03/2011 to 10/2011 Not to exceed \$7,000	Provide technology consulting services for RFP Development, evaluation, implementation oversight and project management of Distance Learning and Video Conferencing Systems.	Purchasing	01-32000-0-11100-10000- 5802-035-1300

Demsey Filliger & Assoc. 7/1/11 to 6/30/12 Not to exceed: \$6,000	Biennial actuarial valuation as required by GASB 45.	Business	01-00000-0-00000-73000- 5802-050-1500
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MOTION MADE BY:
 SECONDED BY:
 STUDENT ADVISORY VOTE:
 AYES:
 NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

03/17/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / MAUREEN BRADFORD

RE: OVERNIGHT FIELD TRIP(S) 2010-2011

RECOMMENDATION NO. A.03

It is recommended that the Board of Education approve the special field trip(s) listed below for students for the 2010-2011 school year. No child will be denied due to financial hardship.

School Grade # stdts	Destination Dates of Trip	Principal/ Teacher	Cost Funding Source	Subject	Purpose Of Field Trip
Samohi 9-12th 5	Las Vegas Convention Center 4/15/11–4/17/11	H. Pedroza/ I. Hafft/ A. Meadors	\$60 per student paid by parents and fundraising	PE	Pep Squad students will be competing at the National Stunt Group Championship in Las Vegas.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / 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.)

AME SITE Account Number Fund – Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
<u>CHECK, Laura</u> Adams Middle No Cost	Campus Violence Lessons Learned Strategies for Prevention Santa Monica, CA March 9 – 10, 2011	\$0
<u>DIAZ, Aida</u> Ed Services 01-42030-0-47600-10000-5220-035-1300 General Fund- Resource: Title III	California English Language Development Test Scoring Riverside, CA April 27, 2011	\$70
<u>DRESHER, Pam</u> Adams Middle 01-70900-0-11100-10000-5220-011-4100 General Fund- Resource: Economic Impact Aid	LIMPET Teacher Training San Francisco, CA March 26, 2011	\$500
<u>GUTIERREZ, Laurie</u> Santa Monica High 01-70900-0-11100-10000-5220-015-4150 General Fund- Resource: Economic Impact Aid	Chista Assad Workshop Pomona, CA March 6, 2011	\$145
<u>GARCIA-RAMIREZ, Carol</u> Edison Elementary 01-30100-0-11100-10000-5220-001-4010 General Fund- Resource: Title I	What's New in Children's Literature and How to use it in Your Program Anaheim, CA March 30, 2011	\$215
<u>HYATT, Virginia</u> Purchasing Department 01-00000-0-00000-75300-5220-055-2550 General Fund- Function: Purchasing	SCG Basic Audit-Save Water and Energy in Food Services Downey, CA March 22, 2011	\$21

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

Group Conference and Travel: In-State		
* a complete list of conference participants is on file in the Department of Fiscal Services		
<u>DIAZ, Aida</u> <u>+9 Additional Staff</u> Ed Services 01-42030-0-47600-10000-5220-035-1300 General Fund- Resource: Title III	LAC Bilingual Directors Association- 35 th Annual Recognition & Scholarship Event Downey, CA April 9, 2011	\$650 Total

Out-of-State Conferences: Individual		
<u>MARKS, Jamie</u> McKinley Elementary 01-91700-0-11100-10000-5220-004-4040 General Fund- Resource: COTSEN Family Foundation	Writing Workshop New York, NY August 15 – 19, 2011	\$1,200 Total

Out-of-State Conferences: Group		
<u>GASPARINO, Jenna</u> <u>+3 Additional Staff</u> Santa Monica High 01-40350-0-11100-21000-5220-035-1300 General Fund- Resource: Title II	National Service Learning Conference Atlanta, GA April 6 – 9, 2011	\$4,000 Total +3 SUBS
<u>LANGSDALE, Jennifer</u> <u>DARUTY, Lila</u> McKinley Elementary 01-91700-0-11100-10000-5220-004-4040 General Fund- Resource: COTSEN Family Foundation	Teachers College Columbia Reading Workshop Summer Institute New York, NY August 8 – 12, 2011	\$3,400 Total
<u>VILCHEZ, Luisa</u> <u>+2 Additional Staff</u> Child Development Services 12-52101-0-85000-10000-5220-070-2700 Child Development Fund- Resource: Head Start-Basic	38 th Annual Head Start Conference & Meetings Kansas City, MO April 5 – 8, 2011	\$3,895 Total

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / SARA WOOLVERTON

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS – 2010-2011

RECOMMENDATION NO. A.05

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2010-2011 as follows:

NPS

2010-2011 Budget 01-65000-0-57500-11800-5125-043-1400

Nonpublic School/Agency	SSID	Service Description	Contract Number	Cost Not to Exceed
Heritage School – contract increase	3103110527	Residential	#57-SPED11144	\$ 2,862
Vista del Mar	4139851140	NPS	#63-SPED11160	\$ 11,047
The HELP Group (Village Glen West)	5103151852	NPS	#64-SPED11158	\$ 14,837
The HELP Group (Coldwater Canyon Prep)	5119528612	NPS	#65-SPED11157	\$ 13,553
Vista School	6101549414	NPS	#66-SPED11159	\$ 5,734

Amount Budgeted NPS 10/11

\$ 1,450,000

Prior Board Authorization as of 03-17-11

\$ 1,635,368

Balance

\$ - 185,368

Positive Adjustment (See Below)

\$ 0

\$ - 185,368

Total Amount for these Contracts

\$ 48,033

Balance

\$ - 233,401

Adjustment

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

There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2010-2011 in the amount of \$0 as of 04/06/11

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

NPA

2010-2011 Budget 01-65000-0-57500-11800-5126-043-1400

Nonpublic School/Agency	SSID	Service Description	Contract Number	Cost Not to Exceed
Behavioral Building Blocks	5103152572	Behavior Intervention	39-SPED11162	\$ 17,748
360 Degree Therapy	Various	SLP staffing	40-SPED11161	\$ 18,018

Amount Budgeted NPA 10/11

\$ 650,000

Prior Board Authorization as of 03-17-11

\$ 872,428

Balance

\$ -222,428

Positive Adjustment (See Below)

\$ 0

\$ -222,428

Total Amount for these Contracts

\$ 35,766

Balance

\$ -258,194

Adjustment					
NPA Budget 01-65000-0-57500-11800-5126-043-1400					
There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2010-2011 in the amount of \$ 0 as of 04/06/11					
NPA	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

Instructional Consultants

2010-2011 Budget 01-65000-0-57500-11900-5802-043-1400

Instructional Consultant	SSID	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Instructional Consultants 10/11		\$ 450,000
Prior Board Authorization as of 03-17-11		<u>\$ 626,291</u>
	Balance	\$ -176,291
Positive Adjustment (See Below)		<u>\$ 0</u>
		-176,291
Total Amount for these Contracts		<u>\$ 0</u>
	Balance	\$ -176,291

Adjustment					
Instructional Consultants Budget 01-65000-0-57500-11900-5802-043-1400					
There has been a reduction in authorized expenditures of Instructional Consultants contracts for FY 2010-2011 in the amount of \$0 as of 04/06/11.					
Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

Non-Instructional Consultants

2010-2011 Budget 01-65000-0-57500-11900-5890-043-1400

Non-Instructional Consultant	SSID	Service Description	Contract Number	Cost Not to Exceed
Johanna Inocensio	Various	Italian translation	#27-SPED11155	\$ 200
Michael W. Ammermon, CPA	8174633668	Forensic Accounting	#28-SPED11156	\$ 10,000
Parent Reimbursement	8174633668	Private Education, Speech Therapy, Behavior Intervention, Occupational Therapy	#18-SPED11120	\$ 28,400
Parent Reimbursement – contract increase	6172839494	Speech Therapy	#13-SPED11099	\$ 3,500
Parent Reimbursement	6172839494	Speech Therapy	#29-SPED11163	\$ 9,600

Amount Budgeted Non-Instructional Consultants 10/11		\$ 200,000
Prior Board Authorization as of 03-17-11		<u>\$ 286,292</u>
	Balance	\$ - 86,292
Positive Adjustment (See Below)		<u>\$ 0</u>
		\$ - 86,292
Total Amount for these Contracts		<u>\$ 51,700</u>
	Balance	\$ - 137,992

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 2010-2011 in the amount of \$ 0 as of 04/06/11.					
Non- Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

Legal

2010-2011 Budget 01-65000-0-57500-11900-5820-043-1400

Legal Contractor	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Legal Services 10/11		\$ 200,000
Prior Board Authorization as of 03-17-11		<u>200,000</u>
	Balance	\$ 200,000
Adjustments for this period		<u>\$ 0</u>
		200,000
Total Amount for these Contracts		<u>\$ 0</u>
	Balance	\$ 0

Adjustment				
Legal Services Budget 01-65000-0-57500-11900-5820-043-1400				
There has been a reduction in authorized expenditures of Legal Services contracts for FY 2010-2011 in the amount of \$ 0 as of 04/06/11.				
Legal Contractor	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

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF PURCHASE ORDERS – 2010-2011

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from March 8, 2011, through March 29, 2011, for fiscal /11.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL, 2011

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DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
*** NEW PURCHASE ORDERS ***					
114873	A&E HOME VIDEO	Social studies cdroms, dvds	JOHN ADAMS MIDDLE SCHOOL	500.00	R
115359	AAA ELECTRIC MOTOR SALES	MOTOR SALES & SERVICE	FACILITY MAINTENANCE	2,000.00	R
114354	AAA FLAG AND BANNER/W.L.A.	FOR FLAGS/SIGNAGE	FACILITY MAINTENANCE	200.00	R
115087	AAHS ENGRAVING	RETIREE GIFTS	EMPLOYEE RELATIONS	600.00	U
114905	AARDVARK CLAY	INSTRUC SUP/VISUAL ARTS/GIFT	JOHN ADAMS MIDDLE SCHOOL	467.91	R
114835	ACHIEVEMENT PRODUCTS	OT SUPPLIES: MAA INCENTIVE	HEALTH SERVICES	118.37	R
115307	ACTIVE DATA EXCHANGE INC	District Calendar (CUpton)	INFORMATION SERVICES	4,098.00	U
114677	ADR SECURITY SYSTEMS	EMERGENCY SERVICE @ WEBSTER	FACILITY MAINTENANCE	360.00	R
115045	ADVANCED KEYBOARD TECHNOLOGIES	AUGMENTATIVE COMMUNICATION	SPECIAL EDUCATION REGULAR YEAR	405.95	R
115202	ADVANCED KEYBOARD TECHNOLOGIES	UPGRADE FUSIONS: BUILT IN SPKR	HEALTH SERVICES	312.00	R
114867	ADVANTIDGE INC	BUS PASS CARDS	TRANSPORTATION	70.62	R
114596	AMECI PIZZA & PASTA	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	400.00	R
114933	AMECI PIZZA & PASTA	LUNCH FOR 3/29 EETT ARRA COMP	STATE AND FEDERAL PROJECTS	200.00	R
115077	AMECI PIZZA & PASTA	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	200.00	R
115252	AMECI PIZZA & PASTA	FOOD	CURRICULUM AND IMC	493.88	R
114441	ANZA RENTS	GRADUATION CHAIRS	SANTA MONICA HIGH SCHOOL	1,225.00	R
115191	ANZA RENTS	CHAIRS FOR GRADUATION	MALIBU HIGH SCHOOL	1,733.75	U
115192	ANZA RENTS	TABLES FOR DECADES DAY	MALIBU HIGH SCHOOL	650.45	R
115109	APPERSON PRINT MANAGEMENT SVCS	SCANTRON FORMS	MALIBU HIGH SCHOOL	296.94	R
114608	APPLE COMPUTER CORP	READ 180 MAC MINI SERVER	STATE AND FEDERAL PROJECTS	1,347.73	U
114742	APPLE COMPUTER CORP	ADAPTER	OLYMPIC CONTINUATION SCHOOL	160.18	R
114762	APPLE COMPUTER CORP	VOLUME VOUCHERS	WILL ROGERS ELEMENTARY SCHOOL	300.00	R
114832	APPLE COMPUTER CORP	APPLE LAPTOPS EETT FORMULA	STATE AND FEDERAL PROJECTS	2,853.96	R
114839	APPLE COMPUTER CORP	ADAPTER	WILL ROGERS ELEMENTARY SCHOOL	85.61	U
115084	APPLE COMPUTER CORP	CLASSROOM/STUDENT/AT EQUIPMENT	HEALTH SERVICES	6,540.23	R
115099	APPLE COMPUTER CORP	TECHNOLOGY EQUIPMENT	MALIBU HIGH SCHOOL	983.36	R
115195	APPLE COMPUTER CORP	COMPUTER ADAPTER FOR LAPTOPS	EDISON ELEMENTARY SCHOOL	389.61	R
115204	APPLE COMPUTER CORP	COMPUTERS-ELD PROGRAM	STATE AND FEDERAL PROJECTS	10,575.25	R
115217	APPLE COMPUTER CORP	IPAD FOR SPECIAL ED OFFICE	HEALTH SERVICES	792.91	R
114954	ASSOC OF SCH ADMINISTRATORS	ADVERTISING	PERSONNEL SERVICES	800.00	U
114672	AT&T	Annual SmartNet Maintenance	INFORMATION SERVICES	109,123.40	U
114681	ATLANTIC EXPRESS OF LA INC	TRANSPORTATION: GETTY VILLAS	LINCOLN MIDDLE SCHOOL	770.00	R
114689	ATLANTIC EXPRESS OF LA INC	TRANSPORTATION: LA ZOO	LINCOLN MIDDLE SCHOOL	726.00	R
114711	ATLANTIC EXPRESS OF LA INC	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	927.50	U
114767	ATLANTIC EXPRESS OF LA INC	BUS TRANSPORTATION	WILL ROGERS ELEMENTARY SCHOOL	703.00	R
114966	ATLANTIC EXPRESS OF LA INC	OPEN PO FOR FIELD TRIP	ROOSEVELT ELEMENTARY SCHOOL	906.00	R
115057	ATLANTIC EXPRESS OF LA INC	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	430.00	U
115172	ATLANTIC EXPRESS OF LA INC	BUS TRANSPORTATION	PT DUME ELEMENTARY SCHOOL	425.00	U
115238	ATOMIC LEARNING INC.	ASSISTIVE TECHNOLOGY SUBSCRIP	HEALTH SERVICES	449.97	R
114548	AVON CAR RENTAL	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	2,700.00	U
115326	B & H PHOTO	SEKONIC ILLUMINATOR	CURRICULUM AND IMC	279.86	R
114771	B-LINE ELECTRIC INC	SERVICE CALL PT DUME	FACILITY MAINTENANCE	225.00	R
114498	BADT, JONATHAN	MILEAGE REIMBURSEMENT SY 10/11	SPECIAL EDUCATION REGULAR YEAR	700.00	R
114414	BARNES & NOBLE/SANTA MONICA	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	4,535.00	R
114424	BARNES & NOBLE/SANTA MONICA	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	1,500.00	R
114581	BARNES & NOBLE/SANTA MONICA	COTSEN CLASSROOM SUPPLIES	EDISON ELEMENTARY SCHOOL	56.00	R

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
114630	BARNES & NOBLE/SANTA MONICA	BOOK ORDER	ROOSEVELT ELEMENTARY SCHOOL	2,801.11	R
114657	BARNES & NOBLE/SANTA MONICA	COTSEN CLASSROOM SUPPLIES	EDISON ELEMENTARY SCHOOL	173.37	R
114909	BARNES & NOBLE/SANTA MONICA	OPEN ORDER/INST SUP/ELL	JOHN ADAMS MIDDLE SCHOOL	100.00	R
115116	BARNES & NOBLE/SANTA MONICA	RESOURCE BOOKS	JOHN MUIR ELEMENTARY SCHOOL	450.00	U
115190	BARNES & NOBLE/SANTA MONICA	INTERVENTION SUPPLIES	EDISON ELEMENTARY SCHOOL	65.00	R
115196	BARNES & NOBLE/SANTA MONICA	ELL RESOURCE BOOKS	STATE AND FEDERAL PROJECTS	548.75	R
115219	BARNES & NOBLE/SANTA MONICA	INTERVENTION SUPPLIES	EDISON ELEMENTARY SCHOOL	165.00	R
115220	BARNES & NOBLE/SANTA MONICA	INTERVENTION SUPPLIES	EDISON ELEMENTARY SCHOOL	165.00	R
114702	BAY CITIES	FOOD FOR WASC VISITORS	SANTA MONICA HIGH SCHOOL	100.00	R
115015	BAY CITIES	RATERS' SUPPLY	PERSONNEL COMMISION	150.00	U
115137	BEHAVIOR ANALYSTS INC	BLISS TESTING MATERIALS	SPECIAL EDUCATION REGULAR YEAR	236.98	R
114868	BEST BUY	LCD Flat Panel, dvd, vcr	JOHN ADAMS MIDDLE SCHOOL	1,033.90	U
114869	BEST BUY	LCD flat panel, dvd, vcr	JOHN ADAMS MIDDLE SCHOOL	500.00	U
114961	BEVERLY HILLS CHESS CLUB	OPEN P.O. FOR CHESS CLASSES	ROOSEVELT ELEMENTARY SCHOOL	1,000.00	U
115181	BEYOND PLAY	OCCUPATIONAL THERAPY EQUIPMENT	SPECIAL EDUCATION REGULAR YEAR	151.72	R
114477	BOOKSOURCE, THE	MENTOR BOOKS	MCKINLEY ELEMENTARY SCHOOL	315.77	R
114791	BOOKSOURCE, THE	READING RESOURCE MATERIALS	JOHN MUIR ELEMENTARY SCHOOL	4,631.78	R
115309	BOONE, LARRY	FOOD FOR WASC VISITORS	SANTA MONICA HIGH SCHOOL	150.00	R
114983	BORDEN, ASHLEY	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	1,415.00	U
114723	BOURGET BROS	OPEN ORDER GROUNDS SUPPLIES	GROUNDS MAINTENANCE	1,500.00	R
115157	BROWN, DAN	REIMBURSE/INST SUP/SCIENCE	JOHN ADAMS MIDDLE SCHOOL	182.73	R
114733	BURNETT, KAREN GEDIG	ANTI BULLYING MATERIALS	ROOSEVELT ELEMENTARY SCHOOL	242.55	R
114883	BURNETT, KAREN GEDIG	ANTI-BULLYING ASSEMBLY	ROOSEVELT ELEMENTARY SCHOOL	900.00	U
114937	CAL STATE DEPT OF JUSTICE	FINGERPRINTING COSTS	PERSONNEL SERVICES	3,500.00	U
114495	CALIFORNIA OFFICE SYSTEMS INC	TESTING BOXES	SANTA MONICA HIGH SCHOOL	410.47	R
114588	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER OFFICE SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	1,600.00	U
114674	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/TEAM/MATH	JOHN ADAMS MIDDLE SCHOOL	112.00	U
114885	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/ELL	JOHN ADAMS MIDDLE SCHOOL	87.00	U
114897	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	291.00	U
114899	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/MATH	JOHN ADAMS MIDDLE SCHOOL	107.00	U
114925	CALIFORNIA OFFICE SYSTEMS INC	OFFICE SUPPLIES	SANTA MONICA HIGH SCHOOL	3,000.00	U
114938	CALIFORNIA OFFICE SYSTEMS INC	OFFICE SUPPLIES	PERSONNEL SERVICES	500.00	U
115078	CALIFORNIA OFFICE SYSTEMS INC	Open PO for School Supplies	FRANKLIN ELEMENTARY SCHOOL	1,500.00	U
115089	CALIFORNIA OFFICE SYSTEMS INC	CLASSROOM SUPPLIES	OLYMPIC CONTINUATION SCHOOL	194.00	U
115102	CALIFORNIA OFFICE SYSTEMS INC	OFFICE SUPPLIES/COPIER PAPER	MALIBU HIGH SCHOOL	4,000.00	R
115166	CALIFORNIA OFFICE SYSTEMS INC	OFFICE/CLASSROOM SUPPLIES	OLYMPIC CONTINUATION SCHOOL	556.64	U
115221	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/SUP/ATTEND OFFICE	JOHN ADAMS MIDDLE SCHOOL	150.00	U
115223	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/ADMIN SUP	JOHN ADAMS MIDDLE SCHOOL	500.00	U
115047	CAMPUS IMAGE INC.	OPEN ORDER/MUSIC PHOTOS/GIFT	JOHN ADAMS MIDDLE SCHOOL	500.00	R
115048	CAMPUS IMAGE INC.	OPEN ORDER/PHOTOS/VOCAL MUSIC	JOHN ADAMS MIDDLE SCHOOL	500.00	R
115103	CANON BUSINESS SOLUTIONS-WEST	COPIER SUPPLIES	MALIBU HIGH SCHOOL	462.05	U
114806	CARLEX INC.	INSTRUCTION SUP/EXPLOR/TEAM	JOHN ADAMS MIDDLE SCHOOL	106.35	R
114997	CARTER, CHRISTIAN	REIMBURSEMENT - NATL BOARD	EMPLOYEE RELATIONS	790.00	U
115033	CCS PRESENTATION SYSTEMS	EETT ARRA COMP SMART NOTEBOOK	STATE AND FEDERAL PROJECTS	424.73	R
114653	CDW-G COMPUTING SOLUTIONS	Heat Sensors for MDF/IDF	INFORMATION SERVICES	2,157.60	U
114932	CDW-G COMPUTING SOLUTIONS	TECHNOLOGY SUPPLIES	MALIBU HIGH SCHOOL	1,000.00	R
115287	CDW-G COMPUTING SOLUTIONS	Fiber	INFORMATION SERVICES	76.17	U
115292	CDW-G COMPUTING SOLUTIONS	Rack, Shelves, Supports, cables	INFORMATION SERVICES	2,374.16	U
115337	CEDILLO SOFIA	REIMBURSEMENT	WILL ROGERS ELEMENTARY SCHOOL	75.00	R
114994	CERVANTES, HAYDE	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	395.00	U
114551	CHAMPION CHEMICAL	CUSTODIAL PRODUCTS/PERMIT	JOHN ADAMS MIDDLE SCHOOL	290.26	R

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
114587	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	327.91	U
114662	CHAMPION CHEMICAL	Custodial supplies	FRANKLIN ELEMENTARY SCHOOL	88.48	U
114826	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	EDISON ELEMENTARY SCHOOL	240.27	U
115265	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES/PERMIT	JOHN ADAMS MIDDLE SCHOOL	543.90	R
115286	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	149.72	R
115299	CHAMPION CHEMICAL	FLOOR WAX	CABRILLO ELEMENTARY SCHOOL	306.75	U
114542	CHILDRENS BOOK WORLD	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	200.00	R
114887	CHILDRENS BOOK WORLD	OPEN ORDER/INST SUP/HUMANITIES	JOHN ADAMS MIDDLE SCHOOL	125.00	U
114890	CHILDRENS BOOK WORLD	OPEN ORDER/INST SUP/HUMANITIES	JOHN ADAMS MIDDLE SCHOOL	157.00	U
114902	CHILDRENS BOOK WORLD	OPEN ORDER/INST SUP/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	100.00	R
114908	CHILDRENS BOOK WORLD	OPEN ORDER/INST SUP/ELL/HUMAN	JOHN ADAMS MIDDLE SCHOOL	77.00	R
114703	CLASSIC PIZZA	FOOD FOR WASC VISITORS	SANTA MONICA HIGH SCHOOL	100.00	R
114575	COACH AMERICA LOS ANGELES	BUS TRANSPORTATION	PT DUME ELEMENTARY SCHOOL	2,548.00	R
114792	COMPLETE BUSINESS SYSTEMS	COPIER SUPPLIES	SANTA MONICA HIGH SCHOOL	2,748.14	U
115051	COMPLETE BUSINESS SYSTEMS	DUPLO SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	6,912.67	U
114688	CRABTREE PUBLISHING CO	NEW TITLES FOR LEVELD BOOKS	EDISON ELEMENTARY SCHOOL	199.71	R
114718	CURRICULUM ASSOC INC	TESTING PREP MATERIAL	JOHN MUIR ELEMENTARY SCHOOL	2,163.55	R
114795	CURRICULUM ASSOC INC	Workbooks	GRANT ELEMENTARY SCHOOL	881.65	R
114800	CURRICULUM ASSOC INC	WORKBOOKS	WILL ROGERS ELEMENTARY SCHOOL	863.22	R
114769	DEMCO INC	Library Supplies	LINCOLN MIDDLE SCHOOL	248.47	U
114784	DEMCO INC	PRESENTATION CARTS FOR CLASSES	EDISON ELEMENTARY SCHOOL	1,379.42	R
114866	DEMCO INC	AV Cart LCD	JOHN ADAMS MIDDLE SCHOOL	754.68	U
115018	DEMCO INC	SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	184.44	R
115245	DEMCO INC	LIBRARY SUPPLIES	WEBSTER ELEMENTARY SCHOOL	183.06	U
115133	DEPT OF GENERAL SERVICES	ADMINISTRATIVE HEARINGS	PERSONNEL SERVICES	5,000.00	U
114578	DESERT EXPRESS	BAND TRANSPORTATION	SANTA MONICA HIGH SCHOOL	747.00	U
115261	DIAZ, AIDA	REIMBURSEMENT/MTG SUPPLIES	STATE AND FEDERAL PROJECTS	121.04	R
114968	DINAH MIGHT ADVENTURES LP	INSTRUCTION SUP/TIER III	JOHN ADAMS MIDDLE SCHOOL	361.16	U
114752	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL/TODDLER	CHILD DEVELOPMENT CENTER	235.64	CD
114855	DISCOUNT SCHOOL SUPPLY	PRESCHOOL MATERIALS:MAA INCNTV	HEALTH SERVICES	111.51	R
115328	DISCOUNT SCHOOL SUPPLY	KINDERGARTEN ART SUPPLIES	GRANT ELEMENTARY SCHOOL	374.00	U
115345	DISCOUNT SCHOOL SUPPLY	RUG	CHILD DEVELOPMENT CENTER	283.17	CD
114648	DISCOVERY EDUCATION	SCHOOL LICENSE FOR SCIENCE	EDISON ELEMENTARY SCHOOL	4,265.00	R
115364	DISNEY EDUCATIONAL PRODUCTIONS	VIDEOS FOR SCIENCE DEPT	JOHN ADAMS MIDDLE SCHOOL	513.71	U
114519	DISNEYLAND RESORTS	DISNEYLAND TIX/ ELEM HONOR GRP	CURRICULUM AND IMC	18,390.00	R
115156	DRESHER, PAM	REIMB/INST SUP/SCIENCE	JOHN ADAMS MIDDLE SCHOOL	224.49	R
114678	DURHAM TRANSPORTATION	BUS TRANSPORTATION	PT DUME ELEMENTARY SCHOOL	519.00	R
114680	DURHAM TRANSPORTATION	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	577.72	U
115061	DURHAM TRANSPORTATION	DISNEY TRANSPORTATION COST	CURRICULUM AND IMC	3,200.00	R
115098	DURHAM TRANSPORTATION	ATHLETIC TRANSPORTATION	MALIBU HIGH SCHOOL	12,000.00	R
114474	EAI EDUCATION	MATH SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	609.47	R
114597	EARTH WIND & FLOUR RESTAURANT	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	200.00	R
114641	EAST BAY RESTAURANT SUPPLY INC	FOOD CARRIER FOR FFVP GRANT	FOOD SERVICES	498.69	F
115070	EDUCATIONAL INSIGHTS	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	149.16	R
114776	EDUCATIONAL SYSTEMS INT'L	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	709.53	U
115026	ENVIRO TEK CORPORATION	GRAFFITI REMOVER	SANTA MONICA HIGH SCHOOL	531.40	R
114799	EVAN-MOOR EDUCATIONAL	Workbooks	GRANT ELEMENTARY SCHOOL	3,618.93	R
115248	FAST DEER BUS CHARTER INC	TRANSPORTATION: AVID CSUN MM	LINCOLN MIDDLE SCHOOL	1,144.00	R
114668	FEDEX	TRACEABLE MAIL DELIVERY SERVICE	CURRICULUM AND IMC	300.00	U
115289	FILEMAKER INCORPORATED	FileMaker License	INFORMATION SERVICES	899.00	U
114876	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
114872	FOLLETT EDUCATIONAL SERVICES	OpenOrderInvoice Book/MediaLIB	JOHN ADAMS MIDDLE SCHOOL	495.50	R
115105	FOLLETT EDUCATIONAL SERVICES	TEACHING RESOURCES	MALIBU HIGH SCHOOL	171.47	R
114518	FOLLETT LIBRARY BOOK CO	books for library	GRANT ELEMENTARY SCHOOL	2,486.78	U
114720	FOLLETT LIBRARY BOOK CO	Textbooks 6th Gr Core Lit Nove	JOHN ADAMS MIDDLE SCHOOL	290.48	R
114764	FOLLETT LIBRARY BOOK CO	LIBRARY BOOKS	EDISON ELEMENTARY SCHOOL	187.51	R
114854	FOLLETT LIBRARY BOOK CO	Core Novels	LINCOLN MIDDLE SCHOOL	1,714.24	R
115021	FOLLETT LIBRARY BOOK CO	CORE LIT NOVEL	ROOSEVELT ELEMENTARY SCHOOL	490.14	R
115128	FOLLETT LIBRARY BOOK CO	LIBRARY BOOKS	WEBSTER ELEMENTARY SCHOOL	1,376.90	U
115151	FRANKLIN COVEY	PLANNER REFILLS	STATE AND FEDERAL PROJECTS	175.60	R
114973	FRY'S ELECTRONICS	OPEN ORDER/TECH SUP/PTSA	JOHN ADAMS MIDDLE SCHOOL	200.00	R
114513	GALE SUPPLY CO	CUSTODIAL SUPPLIES/PERMIT	JOHN ADAMS MIDDLE SCHOOL	4,127.86	R
114580	GALE SUPPLY CO	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	2,691.07	U
114601	GALE SUPPLY CO	Custodial Supplies	FRANKLIN ELEMENTARY SCHOOL	1,508.62	U
114620	GALE SUPPLY CO	CUSTODIAL SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	725.50	U
114687	GALE SUPPLY CO	CUSTODIAL SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	1,501.76	U
114821	GALE SUPPLY CO	Custodial Supplies	FRANKLIN ELEMENTARY SCHOOL	111.29	R
114944	GALE SUPPLY CO	CUSTODIAL	CHILD DEVELOPMENT CENTER	811.60	CD
115071	GALE SUPPLY CO	CUSTODIAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	1,048.20	U
115095	GALE SUPPLY CO	CUSTODIAL SUPPLIES	MALIBU HIGH SCHOOL	1,500.00	R
115121	GALE SUPPLY CO	CUSTODIAL SUPPLIES	LINCOLN MIDDLE SCHOOL	2,973.18	R
115173	GALE SUPPLY CO	CUSTODIAL SUPPLIES	PT DUME ELEMENTARY SCHOOL	2,189.51	R
115180	GALE SUPPLY CO	CUSTODIAL SUPPLIES	SANTA MONICA HIGH SCHOOL	2,185.67	R
115198	GALE SUPPLY CO	Custodial Supplies	CABRILLO ELEMENTARY SCHOOL	1,264.27	U
115266	GALE SUPPLY CO	CUSTODIAL SUPPLIES	JOHN ADAMS MIDDLE SCHOOL	1,846.00	R
115325	GALE SUPPLY CO	CUSTODIAL SUPPLIES	THEATER OPERATIONS&FACILITY PR	313.34	R
115369	GALE SUPPLY CO	CUSTODIAL SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	246.34	U
114998	GAYNOR, SUSAN	REIMBURSEMENT - NATL BOARD	EMPLOYEE RELATIONS	790.00	U
114545	GBC/EDUCATION DEPARTMENT	LAMINATING FILM FOR WORKROOM	EDISON ELEMENTARY SCHOOL	193.61	R
114732	GBC/EDUCATION DEPARTMENT	LAMINATE	ROOSEVELT ELEMENTARY SCHOOL	282.34	U
114927	GOLD COAST TOURS	TRANSPORATION	SANTA MONICA HIGH SCHOOL	728.81	U
115247	GOLD COAST TOURS	OPEN PO FOR ASTROCAMP BUSES	ROOSEVELT ELEMENTARY SCHOOL	5,400.00	R
114684	GOLDEN RULE BINDERY	TEXTBOOKS	SANTA MONICA HIGH SCHOOL	578.77	U
114402	GOLDEN STAR TECHNOLOGY INC	PORTABLE PROJECTOR	TRANSPORTATION	959.00	R
114880	GOLDEN STAR TECHNOLOGY INC	BOARD ROOM PROJECTOR	BOE/SUPERINTENDENT	1,632.55	U
115094	GOLDEN STAR TECHNOLOGY INC	PROJECTOR REPLACEMENT BULBS	MALIBU HIGH SCHOOL	1,210.23	R
115175	GOLDEN STAR TECHNOLOGY INC	LIBRARY SCANNERS/PROJECTOR	JOHN ADAMS MIDDLE SCHOOL	984.96	U
115281	GOLDEN STAR TECHNOLOGY INC	Projector bulbs	JOHN ADAMS MIDDLE SCHOOL	1,881.49	R
114987	GONZALEZ, GABRIELA	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	1,415.00	U
114989	GONZALEZ, JEFFREY	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	1,415.00	U
114757	GRAVIC PRINCIPIA DIVISION OF	UPGRADE TO REMARK V8	CURRICULUM AND IMC	1,350.91	U
114992	GREENWALD RODSTROM, JENNIFER	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	2,665.00	U
114922	GUNTHERS	RECONDITION ATHLETIC EQUIPMENT	SANTA MONICA HIGH SCHOOL	7,343.14	U
114999	HANSON, LORI	REIMBURSEMENT - NATL BOARD	EMPLOYEE RELATIONS	790.00	U
115083	HASLER INC	MAINTENANCE-SRV & AGR	PURCHASING/WAREHOUSE	669.43	U
114500	HEINEMANN EDUCATIONAL	MATH BOOKS	MCKINLEY ELEMENTARY SCHOOL	621.50	R
114710	HIRSCH PIPE & SUPPLY	FOR MAINT PLUMBING SUPPLIES	FACILITY MAINTENANCE	3,000.00	R
115111	HOLT RINEHART & WINSTON	TEACHER RESOURCES	MALIBU HIGH SCHOOL	163.38	R
115107	HOUGHTON MIFFLEN HARCOURT	STUDENT ACADEMIC MATERIALS	SPECIAL EDUCATION REGULAR YEAR	382.83	R
114844	HOUGHTON MIFFLIN HARCOURT	consumable textbooks	JOHN MUIR ELEMENTARY SCHOOL	3,065.32	R
114579	HOWARD INDUSTRIES	MAINT DEPT HVAC SUPPLIES	FACILITY MAINTENANCE	2,000.00	R

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DF-DEFERRED MAINTENANCE SM-STATE MODERNIZATION

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
115165	IDville	ID INK CARTRIDGE	OLYMPIC CONTINUATION SCHOOL	230.80	U
114970	IMED	HEADPHONES W/MIC/SPEC ED/EIA	JOHN ADAMS MIDDLE SCHOOL	279.20	U
114974	IMED	HEADPHONES/EXPLOR/VYP	JOHN ADAMS MIDDLE SCHOOL	484.88	U
114888	IMPERIAL AWARDS	OPEN ORDER/INSTRU MUSIC AWARDS	JOHN ADAMS MIDDLE SCHOOL	600.00	U
114889	IMPERIAL AWARDS	OPEN ORDER/VOCAL MUSIC AWARDS	JOHN ADAMS MIDDLE SCHOOL	600.00	R
115088	IMPRINT RESOURCES	RETIREMENT GIFTS	EMPLOYEE RELATIONS	2,025.59	U
114650	INTELLI-TECH	VM Ware Academic renewal	INFORMATION SERVICES	1,235.00	U
114664	INTELLI-TECH	Equipment for the lab	INFORMATION SERVICES	6,000.29	U
114665	INTELLI-TECH	COMPUTER	SANTA MONICA HIGH SCHOOL	1,198.67	R
114667	INTELLI-TECH	LAPTOP COMPUTER	JOHN MUIR ELEMENTARY SCHOOL	1,381.05	U
114679	INTELLI-TECH	COMPUTERS	MCKINLEY ELEMENTARY SCHOOL	11,208.28	R
114783	INTELLI-TECH	COMPUTERS	FISCAL SERVICES	2,746.54	U
114881	INTELLI-TECH	COMPUTER	PERSONNEL SERVICES	915.51	U
114979	INTELLI-TECH	DESKTOP HP 6000 PRO E7600	PERSONNEL COMMISION	1,831.03	U
115023	INTELLI-TECH	LAPTOP	STUDENT SERVICES	1,661.81	U
115263	INTELLI-TECH	PC COMPUTERS/PERMIT/PERMIT	JOHN ADAMS MIDDLE SCHOOL	2,537.35	R
114820	INTERNATIONAL PAPER	PAPER ORDER FOR OFFICE	ROOSEVELT ELEMENTARY SCHOOL	791.85	U
114916	INTERNATIONAL PAPER	XEROX PAPER	OLYMPIC CONTINUATION SCHOOL	531.63	R
115225	INTERNATIONAL PAPER	OPEN ORDER/COPY PAPER	JOHN ADAMS MIDDLE SCHOOL	3,200.00	U
115296	INTERNATIONAL PAPER	COPY PAPER	SANTA MONICA HIGH SCHOOL	3,839.06	R
114813	JOHN WILEY & SONS INC	PSYCH MATERIALS: MAA INCENTIVE	HEALTH SERVICES	188.97	R
114729	JONES SCHOOL SUPPLY CO.	CERTIFICATES	LINCOLN MIDDLE SCHOOL	73.05	R
114918	JOSTENS/CAP & GOWNS	CAP AND GOWN	OLYMPIC CONTINUATION SCHOOL	300.00	R
115007	JOSTENS/DIPLOMAS	DIPLOMAS	SANTA MONICA HIGH SCHOOL	6,300.00	R
115090	JOSTENS/DIPLOMAS	DIPLOMAS	OLYMPIC CONTINUATION SCHOOL	217.77	U
114645	JUNIOR LIBRARY GUILD	Library Books	LINCOLN MIDDLE SCHOOL	918.61	R
115154	JUREWICZ, KRISTEN	REIMBURSE/INST SUP/SCIENCE	JOHN ADAMS MIDDLE SCHOOL	91.79	R
114746	JW PEPPER OF LOS ANGELES	OPEN ORDER: SHEET MUSIC	LINCOLN MIDDLE SCHOOL	2,000.00	R
114756	JW PEPPER OF LOS ANGELES	OPEN ORDER: MUSIC SUPPLIES	LINCOLN MIDDLE SCHOOL	500.00	R
114541	KAPLAN K12 LEARNING SERVICES	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	348.80	R
115014	KAPLAN SCHOOL SUPPLY CORP	classroom supplies	GRANT ELEMENTARY SCHOOL	293.24	R
115332	KAPLAN SCHOOL SUPPLY CORP	PHONICS READERS	MCKINLEY ELEMENTARY SCHOOL	348.80	R
115216	KELLY PAPER/SANTA MONICA	SPECIALITY PAPER	STATE AND FEDERAL PROJECTS	274.38	R
114929	KIM, MINDY	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	83.00	R
115315	KING OFFICE SERVICES	MOVE FOUR CLASSROOMS	EDISON ELEMENTARY SCHOOL	9,060.00	BB
114481	KOMANDYAN, ANNA	REIMBURSEMENT - ORCHESTRA	LINCOLN MIDDLE SCHOOL	171.21	R
114967	KORADE & ASSOCIATE BUILDERS	WINDOW BLINDS/SCIENCE MAGNET	JOHN ADAMS MIDDLE SCHOOL	1,655.00	R
115301	KORADE & ASSOCIATE BUILDERS	MUIR/SMASH EXTERIOR BENCHES	FACILITY MAINTENANCE	1,852.00	R
115310	KORADE & ASSOCIATE BUILDERS	HANDICAP RAMP RELOCATION	EDISON ELEMENTARY SCHOOL	9,947.00	BB
115321	KORADE & ASSOCIATE BUILDERS	PARKING BOLLARD JOHN MUIR	FACILITY MAINTENANCE	1,266.00	R
115323	KORADE & ASSOCIATE BUILDERS	SEWER LINE RELOCATION	EDISON ELEMENTARY SCHOOL	9,770.00	BB
114874	L A COUNTY DEPT OF HEALTH SERV	BACKFLOW DEVICE FEES	FACILITY MAINTENANCE	740.00	R
115134	L A COUNTY DEPT OF HEALTH SERV	HEALTH DEPT FEES BACKFLOW	FACILITY MAINTENANCE	320.00	R
114505	LAKESHORE (PICK UP ONLY)	classroom supplies	GRANT ELEMENTARY SCHOOL	75.00	U
114507	LAKESHORE (PICK UP ONLY)	classroom supplies	GRANT ELEMENTARY SCHOOL	75.00	U
114576	LAKESHORE (PICK UP ONLY)	COTSEN CLASSROOM SUPPLIES	EDISON ELEMENTARY SCHOOL	175.00	R
114748	LAKESHORE (PICK UP ONLY)	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	83.00	R
114893	LAKESHORE (PICK UP ONLY)	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	277.00	R
114900	LAKESHORE (PICK UP ONLY)	OPEN ORDER/INST SUP/MATH	JOHN ADAMS MIDDLE SCHOOL	80.00	R
114941	LAKESHORE (PICK UP ONLY)	OPEN ORDER/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	50.00	CD
115066	LAKESHORE (PICK UP ONLY)	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	82.31	U

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115068	LAKESHORE (PICK UP ONLY)	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	82.31	U
114425	LAKESHORE CURRICULUM	CLASSROOM MATH SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	412.89	R
114849	LAKESHORE CURRICULUM	PRESCHOOL SUPPLIES: MAA INCNTV	HEALTH SERVICES	107.48	R
114991	LAKESHORE CURRICULUM	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	100.00	R
115144	LAKESHORE CURRICULUM	CLASSROOM SUPPLIES/DECORATIONS	HEALTH SERVICES	953.75	R
115179	LAKESHORE CURRICULUM	Classroom Supplies	FRANKLIN ELEMENTARY SCHOOL	227.22	R
115210	LAKESHORE CURRICULUM	CLASSROOM SUPPLIES	STATE AND FEDERAL PROJECTS	4,390.00	R
114527	LECTORUM PUBLICATIONS	COTSEN PURCHASE-BOOKS	EDISON ELEMENTARY SCHOOL	176.04	R
114530	LECTORUM PUBLICATIONS	COTSEN PURCHASE-BOOKS	EDISON ELEMENTARY SCHOOL	182.64	R
114475	LENIN VELASCO	TARDY SYSTEM SUPPLIES	SANTA MONICA HIGH SCHOOL	244.50	U
115119	LENIN VELASCO	TARDY SWEEP SUPPLIES	SANTA MONICA HIGH SCHOOL	124.75	R
114690	LERNER GROUP, THE	NEW TITLES FOR LEVELED BOOKS	EDISON ELEMENTARY SCHOOL	431.01	R
114571	LIBRARY VIDEO COMPANY	LIBRARY DVD'S	SANTA MONICA HIGH SCHOOL	1,000.00	U
114802	LIBRARY VIDEO COMPANY	VIDEOS	WILL ROGERS ELEMENTARY SCHOOL	174.55	R
114910	LIBRARY VIDEO COMPANY	OPEN ORDER/INST SUP/ELL	JOHN ADAMS MIDDLE SCHOOL	100.00	R
114852	LINGUI SYSTEMS INC	SLP MATERIALS: MAA INCENTIVE	HEALTH SERVICES	107.66	R
115093	MACGILL	NURSE SUPPLIES: MAA INCENTIVE	HEALTH SERVICES	118.79	R
115036	MARATHON COPIER SERVICE	PHIL COTT/LORE MELINE	WEBSTER ELEMENTARY SCHOOL	1,000.00	R
114544	MARCY COOK MATH	CLASSROOM MATH SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	121.75	R
114982	MARKS, JAMIE	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	1,415.00	U
114843	MCDUGAL LITTEL	Textbooks	LINCOLN MIDDLE SCHOOL	702.06	R
115053	MICON CONSTRUCTION	PLAYGROUND RELOCATION EDISON	FACILITY MAINTENANCE	14,523.00	R
114790	MINDSET WORKS INC	SCHOOL LICENSE FOR 5TH GR.	EDISON ELEMENTARY SCHOOL	1,500.00	R
114984	MURPHY, ANNE MARIE	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	1,415.00	U
114476	NASCO WEST - MODESTO	SCIENCE SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	286.19	R
115039	NASCO WEST - MODESTO	PAPER MACHE MASKS	WEBSTER ELEMENTARY SCHOOL	131.39	R
115043	NASCO WEST - MODESTO	classroom supplies	GRANT ELEMENTARY SCHOOL	213.13	U
114692	NATIONAL GEOGRAPHIC	NEW TITLES FOR LEVELED BOOKS	EDISON ELEMENTARY SCHOOL	664.54	R
115257	NELI'S INC	FOOD	STATE AND FEDERAL PROJECTS	548.75	R
115311	NETWORLD SOLUTIONS INC	INSTALL.OF 3 VIDEO CAMERAS	JOHN ADAMS MIDDLE SCHOOL	12,000.00	BB
114619	NICK RAIL MUSIC	INVOICES - BAND TRF FROM ASB	LINCOLN MIDDLE SCHOOL	1,374.19	R
114743	NICK RAIL MUSIC	INSTRUMENTS: TENOR SAXOPHONES	LINCOLN MIDDLE SCHOOL	3,948.81	R
114744	NICK RAIL MUSIC	INSTRUMENTS: BASS CLARINET	LINCOLN MIDDLE SCHOOL	3,062.03	R
114745	NICK RAIL MUSIC	OPEN ORDER: SUPPLIES	LINCOLN MIDDLE SCHOOL	5,000.00	R
114960	NO BULLY	ANTI-BULLYING WORKSHOP	ROOSEVELT ELEMENTARY SCHOOL	500.00	U
114427	OFFICE MAX	PRINTER/COPIER SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	2,000.00	R
114617	OFFICE MAX	PAPER	SANTA MONICA HIGH SCHOOL	301.59	U
114759	OFFICE MAX	PAPER	SANTA MONICA HIGH SCHOOL	5,320.68	R
115063	OFFICE MAX	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	439.00	U
115117	OLIVER WORLDCLASS LABS INC	ELMO PRESENTER	MALIBU HIGH SCHOOL	3,150.44	R
115159	OLIVER WORLDCLASS LABS INC	DOCUMENT CAMERAS/TIER III	JOHN ADAMS MIDDLE SCHOOL	2,520.35	U
115354	OLIVER WORLDCLASS LABS INC	ELMO	WILL ROGERS ELEMENTARY SCHOOL	630.09	R
115005	ORIENTAL TRADING CO INC	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	100.00	R
115135	ORIENTAL TRADING CO INC	classroom supplies	GRANT ELEMENTARY SCHOOL	94.26	U
115318	ORTCO INC.	RUBBER REPAIR AT MCKINLEY	FACILITY MAINTENANCE	1,450.00	R
115341	PAT-CHEM INC	MALIBU POOL BACKWASH ANALYZING	FACILITY MAINTENANCE	387.50	R
114958	PATTONS PHARMACY	TB serum and epipens	HEALTH SERVICES	2,000.00	U
115075	PCI EDUCATIONAL PUBLISHING	INSTRUCTIONAL SUPPLIES	LINCOLN MIDDLE SCHOOL	249.31	R
115112	PEARSON ASSESSMENTS	TEST PROTOCOLS	SPECIAL EDUCATION REGULAR YEAR	141.31	R
115142	PEARSON ASSESSMENTS	BLISS TESTING PROTOCOLS	SPECIAL EDUCATION REGULAR YEAR	301.77	R

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115017	PEARSON CLINICAL ASSESSMENT	WEB TRAINING	STATE AND FEDERAL PROJECTS	2,500.00	R
114793	PEARSON EDUCATION	workbooks	GRANT ELEMENTARY SCHOOL	231.40	R
114480	PEARSON EDUCATION #3	General Supplies & Materials	FRANKLIN ELEMENTARY SCHOOL	2,176.51	R
114642	PEARSON EDUCATION #1	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	306.41	R
114755	PERMABOUND BOOKS	3rd Grade Literature books	EDISON ELEMENTARY SCHOOL	738.52	U
114797	PERMABOUND BOOKS	Textbooks	GRANT ELEMENTARY SCHOOL	1,088.56	R
114583	PIONEER CHEMICAL CO	VACUUM CLEANER	PT DUME ELEMENTARY SCHOOL	453.82	R
114584	PIONEER CHEMICAL CO	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	96.54	R
114828	PIONEER CHEMICAL CO	CUSTODIAL SUPPLIES	EDISON ELEMENTARY SCHOOL	94.30	U
115267	PIONEER CHEMICAL CO	CUSTODIAL SUPPLIES/PERMIT	JOHN ADAMS MIDDLE SCHOOL	516.65	R
114936	PIONEER STATIONERS	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	219.50	R
115306	PLIXER INTERNATIONAL INC	Maintenance	INFORMATION SERVICES	1,345.50	U
115009	POST, JOEL	REIMBURSE/INST SUP/SCIENCE	JOHN ADAMS MIDDLE SCHOOL	167.00	U
115113	POSTMASTER-MALIBU	POSTAGE FOR SCHOOL MAILINGS	MALIBU HIGH SCHOOL	680.05	U
114609	POSTMASTER-SANTA MONICA	Postage stamps	FRANKLIN ELEMENTARY SCHOOL	440.00	U
114971	POSTMASTER-SANTA MONICA	POSTAGE	ROOSEVELT ELEMENTARY SCHOOL	352.00	U
114501	PREMIER SCHOOL AGENDAS	4TH/5TH GRADE PLANNERS	EDISON ELEMENTARY SCHOOL	1,268.03	R
114830	PREMIER SCHOOL AGENDAS	STUDENT BINDERS	JOHN MUIR ELEMENTARY SCHOOL	1,172.20	U
115082	PREMIER SCHOOL AGENDAS	STUDENT PLANNERS	MCKINLEY ELEMENTARY SCHOOL	918.61	R
114492	PRINTER'S LINK	GRADUATION PROGRAMS	SANTA MONICA HIGH SCHOOL	3,323.72	R
114822	PRIORITY MAILING SYSTEMS INC	POSTAGE SUPPLIES	SANTA MONICA HIGH SCHOOL	168.04	U
114540	RAYMOND GEDDES & COMPANY INC	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	300.00	R
115271	RDP CREATIVE INC	STAIRWAY T-SHIRTS	CURRICULUM AND IMC	1,200.00	R
114739	READING IS FUNDAMENTAL INC.	CLASSROOM SUPPLIES	SAINT ANNE'S PRIVATE SCHOOL	143.47	R
114670	REALLY GOOD STUFF INCORP	CLASSROOM SUPPLIES	SAINT ANNE'S PRIVATE SCHOOL	132.41	R
114861	REALLY GOOD STUFF INCORP	CLASSROOM SUPPLIES: MAA INCNTV	HEALTH SERVICES	102.23	R
114850	REDWOOD PRESS INC	BUS PASS APPLICATIONS	TRANSPORTATION	510.34	R
114709	REES ELECTRONICS OFFICE	REPAIR BY VENDOR	SANTA MONICA HIGH SCHOOL	138.78	U
115122	REGENCY ENTERPRISES INC.	FLUOURSCENT BULBS	LINCOLN MIDDLE SCHOOL	406.02	R
115194	REGISTRAR-RECORDER/COUNTY CLK	ELECTION COSTS	BOE/SUPERINTENDENT	86,542.28	U
114856	RESEARCH PRESS	PSYCH MATERIALS: MAA INCENTIVE	HEALTH SERVICES	119.51	R
114809	RICOH BUSINESS SOLUTIONS	INK	SANTA MONICA HIGH SCHOOL	431.44	U
115334	RICOH BUSINESS SOLUTIONS	INCREASE PO	SANTA MONICA HIGH SCHOOL	316.08	U
115125	RIGBY EDUCATION/HARCOURT	KINDERGARTEN BOOK PACKAGES	WILL ROGERS ELEMENTARY SCHOOL	4,411.28	R
115123	RJ COOPER & ASSOCIATES	IPAD ACCESSORIES/STANDS	SPECIAL EDUCATION REGULAR YEAR	591.57	R
114988	ROBINSON, ELAINE	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	1,415.00	U
115187	ROSE, LORI ANN	REIMBURSEMENT - NATL BOARD	EMPLOYEE RELATIONS	790.00	U
114655	S A CONSULTING INC	Pentronics Ribbons	INFORMATION SERVICES	439.44	U
115012	SAMY'S CAMERA SHOP	POWERSHOT KIT	OLYMPIC CONTINUATION SCHOOL	438.95	R
115040	SANTA MONICA MUN BUS LINES	BIG BLUE BUS PASSES FOR HOMELE	STUDENT SERVICES	1,000.00	U
114434	SANTA MONICA POLICE DEPT	SECURITY FOR GRADUATION	SANTA MONICA HIGH SCHOOL	1,700.00	R
114906	SANTA MONICA-MALIBU EDUCATION	STUDENT TUTOR STIPENDS/VAL YTH	JOHN ADAMS MIDDLE SCHOOL	15,000.00	R
114986	SCHNEIDER, KIRSTEN	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	2,665.00	U
114420	SCHOLASTIC BOOK CLUBS INC	CLASSROOM LIBRARY BOOKS	MCKINLEY ELEMENTARY SCHOOL	500.00	R
114838	SCHOLASTIC BOOK CLUBS INC	READING RESOURCE BOOKS	JOHN MUIR ELEMENTARY SCHOOL	1,589.18	R
115240	SCHOLASTIC BOOK CLUBS INC	TEXTBOOKS	WILL ROGERS ELEMENTARY SCHOOL	7,567.77	R
114419	SCHOLASTIC INC	CLASSROOM LIBRARY BOOKS	MCKINLEY ELEMENTARY SCHOOL	400.00	R
114599	SCHOLASTIC INC	magazines	GRANT ELEMENTARY SCHOOL	152.90	U
114651	SCHOLASTIC INC	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	223.25	R
114699	SCHOLASTIC INC	LITERACY PROGRAM WORKBOOKS	WILL ROGERS ELEMENTARY SCHOOL	2,811.38	R
114749	SCHOLASTIC INC	CLASSROOM PHONICS READERS	MCKINLEY ELEMENTARY SCHOOL	176.32	R

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114760	SCHOLASTIC INC	5TH GR. LITERATURE	EDISON ELEMENTARY SCHOOL	248.96	R
115126	SCHOLASTIC INC	READ 180 BOOKS-INTERVENTION	EDISON ELEMENTARY SCHOOL	405.99	R
115067	SCHOLASTIC MAGAZINES	MATH INTERVENTION MATERIALS	WILL ROGERS ELEMENTARY SCHOOL	5,508.68	R
115002	SCHOOL ANNUAL PUBLISHING	SCHOOL ANNUALS	MCKINLEY ELEMENTARY SCHOOL	3,149.83	R
115324	SCHOOL ENERGY COALITION	ANNUAL MEMBERSHIP	PURCHASING/WAREHOUSE	274.38	U
114765	SCHOOL HEALTH CORPORATION	HEALTH SUPPLIES	OLYMPIC CONTINUATION SCHOOL	149.17	U
114811	SCHOOL HEALTH CORPORATION	NURSE SUPPLIES: MAA INCENTIVES	HEALTH SERVICES	117.36	R
114837	SCHOOL HEALTH CORPORATION	NURSE SUPPLIES: MAA INCENTIVE	HEALTH SERVICES	129.13	R
114846	SCHOOL HEALTH CORPORATION	NURSE SUPPLIES	EDISON ELEMENTARY SCHOOL	990.29	R
114860	SCHOOL NURSE SUPPLY INC	NURSE SUPPLIES: MAA INCENTIVE	HEALTH SERVICES	91.40	R
114546	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	101.75	U
114555	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	174.88	U
114556	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	118.40	U
114560	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	69.53	U
114563	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	57.82	U
114564	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	65.81	U
114570	SCHOOL SPECIALTY INC	SCHOOL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	1,290.63	R
114632	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	58.91	U
114633	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	205.33	U
114634	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	58.91	U
114635	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	75.67	U
114636	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	105.85	U
114637	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	76.25	U
114683	SCHOOL SPECIALTY INC	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	1,000.00	R
114717	SCHOOL SPECIALTY INC	classroom supplies	GRANT ELEMENTARY SCHOOL	55.01	U
114754	SCHOOL SPECIALTY INC	SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	1,550.73	U
114772	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	65.44	U
114775	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	79.43	U
114785	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	113.04	U
114807	SCHOOL SPECIALTY INC	INSTRUCTIONAL SUP/VISUAL ARTS	JOHN ADAMS MIDDLE SCHOOL	407.89	R
114851	SCHOOL SPECIALTY INC	SPEECH AND OT CLASSROOM SUPPLI	EDISON ELEMENTARY SCHOOL	482.82	R
114853	SCHOOL SPECIALTY INC	OT SUPPLIES: MAA INCENTIVE	HEALTH SERVICES	125.64	R
114884	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	63.06	U
114891	SCHOOL SPECIALTY INC	OPEN ORDER/INST SUP/HUMANITIES	JOHN ADAMS MIDDLE SCHOOL	137.00	U
114911	SCHOOL SPECIALTY INC	OPEN ORDER/INST SUP/ELL	JOHN ADAMS MIDDLE SCHOOL	103.00	U
114955	SCHOOL SPECIALTY INC	classroom supplies	GRANT ELEMENTARY SCHOOL	427.72	U
114962	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER LEVIN	ROOSEVELT ELEMENTARY SCHOOL	93.56	U
114963	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER DEGREGORI	ROOSEVELT ELEMENTARY SCHOOL	84.61	R
114964	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER REILLY	ROOSEVELT ELEMENTARY SCHOOL	72.73	U
114965	SCHOOL SPECIALTY INC	TEACHER ORDER WHITTAKER	ROOSEVELT ELEMENTARY SCHOOL	91.04	U
115004	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	82.62	U
115041	SCHOOL SPECIALTY INC	classroom supplies	GRANT ELEMENTARY SCHOOL	253.76	U
115110	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER MS.BOONE	ROOSEVELT ELEMENTARY SCHOOL	47.81	U
115158	SCHOOL SPECIALTY INC	CLASSROOM SUPPLIES	SMASH SCHOOL	345.03	R
115189	SCHOOL SPECIALTY INC	OCCUPATIONAL THERAPY EQUIPMENT	HEALTH SERVICES	127.50	R
115207	SCHOOL SPECIALTY INC	OPEN ORDER/INST SUP	JOHN ADAMS MIDDLE SCHOOL	700.00	U
115241	SCHOOL SPECIALTY INC	CLASSROOM ITEMS: MAA INCENTIVE	HEALTH SERVICES	120.89	R
115264	SCHOOL SPECIALTY INC	TEACHER SUPPLY ORDER	ROOSEVELT ELEMENTARY SCHOOL	60.44	U
115303	SCHOOL SPECIALTY INC	TEACHER SUPPLIES	GRANT ELEMENTARY SCHOOL	66.55	U
115327	SCHOOL SPECIALTY INC	Art Supplies - Kindergarten	GRANT ELEMENTARY SCHOOL	54.88	U

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL, 2011

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

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
114565	SEHI COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	R O P	802.91	R
114626	SEHI COMPUTER PRODUCTS	printer supplies	THEATER OPERATIONS&FACILITY PR	243.21	R
114638	SEHI COMPUTER PRODUCTS	TONER CARTRIDGES	FISCAL SERVICES	249.48	U
114649	SEHI COMPUTER PRODUCTS	INK	SANTA MONICA HIGH SCHOOL	5,000.00	R
114877	SEHI COMPUTER PRODUCTS	Olympic Graphic Class	SPECIAL ED SPECIAL PROJECTS	202.55	R
114945	SEHI COMPUTER PRODUCTS	PRINTER INK CARTRIDGES	PERSONNEL SERVICES	198.49	U
115108	SEHI COMPUTER PRODUCTS	TONER CARTRIDGE	MALIBU HIGH SCHOOL	502.89	U
115118	SEHI COMPUTER PRODUCTS	INK	SANTA MONICA HIGH SCHOOL	1,792.96	U
115124	SEHI COMPUTER PRODUCTS	TONER CARTRIDGES/TIER III/ADM	JOHN ADAMS MIDDLE SCHOOL	2,835.26	U
115129	SEHI COMPUTER PRODUCTS	PRINTER TONER FOR CLASS/OFFICE	EDISON ELEMENTARY SCHOOL	3,030.64	R
115164	SEHI COMPUTER PRODUCTS	COMPUTER PRINTERS/PTSA	JOHN ADAMS MIDDLE SCHOOL	919.71	R
115294	SEHI COMPUTER PRODUCTS	Printer for Lab	INFORMATION SERVICES	837.75	U
115350	SEHI COMPUTER PRODUCTS	INK/TONER	CHILD DEVELOPMENT CENTER	783.43	CD
114780	SHAKESPEARE ENGRAVING	OPEN ORDER: AWARDS	LINCOLN MIDDLE SCHOOL	500.00	R
115336	SIMON, LAURA	REIMBURSEMENT	WILL ROGERS ELEMENTARY SCHOOL	75.00	R
114582	SIMPLEXGRINNELL	SERVICE ON PANEL	LINCOLN MIDDLE SCHOOL	364.00	BB
114781	SIMPLEXGRINNELL	FIRE ALARM PANELS LINCOLN	FACILITY MAINTENANCE	1,627.57	R
114421	SIR SPEEDY PRINTING #0245	PRINTING	WILL ROGERS ELEMENTARY SCHOOL	307.30	R
114770	SIR SPEEDY PRINTING #0245	OPEN ORDER: PRINTING	LINCOLN MIDDLE SCHOOL	1,500.00	R
114924	SIR SPEEDY PRINTING #0245	BUSINESS CARDS	CHILD DEVELOPMENT CENTER	28.54	CD
114946	SIR SPEEDY PRINTING #0245	ENVELOPES	OLYMPIC CONTINUATION SCHOOL	142.68	R
114985	SIR SPEEDY PRINTING #0245	PRINTING	CURRICULUM AND IMC	878.00	U
115011	SIR SPEEDY PRINTING #0245	PRINTING/GIFT/INSTRU MUSIC	JOHN ADAMS MIDDLE SCHOOL	268.45	R
115037	SIR SPEEDY PRINTING #0245	GENERAL SUPPLIES/MATERIALS	BOE/SUPERINTENDENT	307.30	U
115120	SIR SPEEDY PRINTING #0245	MISC. PRINTING	JOHN MUIR ELEMENTARY SCHOOL	219.50	U
115236	SIR SPEEDY PRINTING #0245	LETTERHEAD	OLYMPIC CONTINUATION SCHOOL	177.80	R
115258	SIR SPEEDY PRINTING #0245	OPEN ORDER: PRINTING	LINCOLN MIDDLE SCHOOL	900.00	U
115348	SIR SPEEDY PRINTING #0245	BUSINESS CARDS	CHILD DEVELOPMENT CENTER	28.54	CD
114696	SMART & FINAL	OPEN ORDER/COOKING & SCIENCE	CHILD DEVELOPMENT CENTER	50.00	CD
114700	SMART & FINAL	FOOD FOR WASC VISITORS	SANTA MONICA HIGH SCHOOL	300.00	R
114725	SMART & FINAL	OPEN PO FOR COTSEN MENTOR	CURRICULUM AND IMC	100.00	R
114913	SMART & FINAL	OPEN ORDER/INST SUP/TEAM/HUM	JOHN ADAMS MIDDLE SCHOOL	50.00	U
114914	SMART & FINAL	OPEN ORDER/REFRESH/PARENT MTGS	JOHN ADAMS MIDDLE SCHOOL	500.00	R
114972	SMART & FINAL	OPEN ORDER/TESTING SNACKS/GIFT	JOHN ADAMS MIDDLE SCHOOL	144.00	R
115080	SMART & FINAL	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	307.00	R
115167	SMART & FINAL	PARENT MEETING	OLYMPIC CONTINUATION SCHOOL	400.00	R
115176	SMART & FINAL	FOOD FOR STUDENTS	SANTA MONICA HIGH SCHOOL	50.00	R
115214	SMART & FINAL	SPECIAL ED DEPT MTG/TRNG NEEDS	SPECIAL EDUCATION REGULAR YEAR	500.00	R
115227	SMART & FINAL	OPEN ORDER/REFRESHMENTS/GIFT	JOHN ADAMS MIDDLE SCHOOL	200.00	R
115335	SMITH,DEVON	REIMBURSEMENT	WILL ROGERS ELEMENTARY SCHOOL	75.00	R
114903	SOCIAL STUDIES SCHOOL SVCS	INSTRUCTIONAL SUP/IMMERSION	JOHN ADAMS MIDDLE SCHOOL	267.69	R
115290	SOLARWINDS INC	LAN Surveyor	INFORMATION SERVICES	495.00	U
114722	SOS SURVIVAL PRODUCTS INC	EMERGENCY SUPPLIES	EDISON ELEMENTARY SCHOOL	147.75	R
115270	SOUTH BAY LANDSCAPING	GROUNDS CONTRACT TREE TRIMMING	GROUNDS MAINTENANCE	2,415.00	R
115145	SOUTHPAW ENTERPRISES	STUDENT EQUIPMENT: OT SERVICE	SPECIAL EDUCATION REGULAR YEAR	94.60	R
114543	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	EDISON ELEMENTARY SCHOOL	999.00	R
114598	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	244.29	U
114713	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	97.97	U
114728	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	EDISON ELEMENTARY SCHOOL	300.00	R
114787	SOUTHWEST SCHOOL SUPPLY	TEMPERA PAINTS	WEBSTER ELEMENTARY SCHOOL	65.41	R
114815	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	588.15	U

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
114833	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	326.50	U
114948	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	551.95	U
114951	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	128.00	U
114952	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	101.39	U
115062	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	2,300.00	U
115101	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	MALIBU HIGH SCHOOL	685.87	R
115131	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	223.63	U
115155	SOUTHWEST SCHOOL SUPPLY	Office Supplies for Library	LINCOLN MIDDLE SCHOOL	70.40	U
115201	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	STATE AND FEDERAL PROJECTS	2,195.00	R
115302	SOUTHWEST SCHOOL SUPPLY	PAINT/CONSTRUCTION PAPER	GRANT ELEMENTARY SCHOOL	139.99	U
114707	SPEEDO ELECTRIC CO	Open order for argo bulbs	TRANSPORTATION	50.00	R
114535	STAPLES BUSINESS ADVANTAGE	INSERVICE SUPPLIES	CURRICULUM AND IMC	1,500.00	U
114845	STAPLES BUSINESS ADVANTAGE	CLASSROOM MATERIAL: MAA INCNTV	HEALTH SERVICES	115.08	R
115058	STAPLES BUSINESS ADVANTAGE	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	2,300.00	U
115254	STAPLES BUSINESS ADVANTAGE	GEN SUPPLIES	CURRICULUM AND IMC	658.50	R
114590	STAPLES DIRECT	COPY PAPER FOR CLASSROOM/OFFIC	EDISON ELEMENTARY SCHOOL	384.02	R
114639	STAPLES DIRECT	OFFICE SUPPLIES	SMASH SCHOOL	488.91	R
114682	STAPLES DIRECT	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	500.00	R
115163	STAPLES DIRECT	CLASSROOM SUPPLIES	SMASH SCHOOL	336.84	R
115020	STAPLES INC & SUBSIDIARIES INC	SUPPLIES & MATERIALS	ADULT EDUCATION CENTER	274.38	A
115028	STAPLES INC & SUBSIDIARIES INC	OPEN ORDER FOR OFFICE SUPPLIES	FISCAL SERVICES	1,097.50	U
115106	STAPLES INC & SUBSIDIARIES INC	INK JET CARTRIDGES	MALIBU HIGH SCHOOL	304.87	R
115212	STAPLES INC & SUBSIDIARIES INC	SPECIAL ED DEPT OFFICE NEEDS	SPECIAL EDUCATION REGULAR YEAR	2,000.00	R
115237	STAPLES INC & SUBSIDIARIES INC	OPEN ORDER FOR SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	750.00	U
115353	STAPLES INC & SUBSIDIARIES INC	Open PO	INFORMATION SERVICES	900.00	U
114585	STAPLES/P-U/SANTA MONICA/WILSH	COTSEN CLASSROOM PURCHASES	EDISON ELEMENTARY SCHOOL	175.00	R
114727	STAPLES/P-U/SANTA MONICA/WILSH	LEADERSHIP TEAM SUPPLIES	EDISON ELEMENTARY SCHOOL	50.00	R
114779	STAPLES/P-U/SANTA MONICA/WILSH	OPEN ORDER: SUPPLIES	LINCOLN MIDDLE SCHOOL	500.00	R
114817	STAPLES/P-U/SANTA MONICA/WILSH	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	50.00	R
115013	STAPLES/P-U/SANTA MONICA/WILSH	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	60.00	U
115079	STAPLES/P-U/SANTA MONICA/WILSH	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	250.00	R
115091	STAPLES/P-U/SANTA MONICA/WILSH	OPEN ORDER/COUNSELING SUP	JOHN ADAMS MIDDLE SCHOOL	50.00	U
114595	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	900.00	R
114810	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114827	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114834	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114836	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114879	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114886	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/HUMANITIES	JOHN ADAMS MIDDLE SCHOOL	50.00	U
114894	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	156.00	U
114895	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	133.00	R
114896	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	99.00	R
114898	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	71.00	U
114901	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	100.00	U
114904	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/IMMERSION	JOHN ADAMS MIDDLE SCHOOL	133.00	U
114912	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/ELL/HUMAN	JOHN ADAMS MIDDLE SCHOOL	50.00	U
114917	STAPLES/P-U/VENICE/LINCOLN BL	OPEN P.O./CLASSROOM SUPPLIES	OLYMPIC CONTINUATION SCHOOL	200.00	R
115010	STAPLES/P-U/VENICE/LINCOLN BL	INSTRUCTIONAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	50.00	R
115153	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER OFFICE SUPPLIES	BUSINESS SERVICES	400.00	U
115162	STAPLES/P-U/VENICE/LINCOLN BL	OPEN PO - SUPPLIES	SMASH SCHOOL	2,000.00	R
115177	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	50.00	R

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL, 2011

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PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
115218	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/ADMIN	JOHN ADAMS MIDDLE SCHOOL	500.00	U
114712	STAPLES/P-U/WLA/CUST#240174490	classroom supplies	GRANT ELEMENTARY SCHOOL	53.00	U
114892	STAPLES/P-U/WLA/CUST#240174490	OPEN ORDER/INST SUP/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	69.00	U
115312	STATE OF CALIFORNIA	FEES FOR COST AUGMENTATION	LINCOLN MIDDLE SCHOOL	2,389.55	BB
114494	STEELDECK INC.	GRADUATION PLATFORM SETUP	SANTA MONICA HIGH SCHOOL	3,319.00	R
115092	SUNBURST TECHNOLOGY CORP	EDUCATIONAL SOFTWARE: AT	HEALTH SERVICES	172.32	R
115072	SUNSET ENTERPRISES LTD	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	232.67	R
114859	SUPER DUPER PUBLICATIONS	SLPA SUPPLIES: MAA INCENTIVE	HEALTH SERVICES	109.99	R
115339	SWIMPOOL SUPPLY CENTER	POOL SUPPLIES	FACILITY MAINTENANCE	600.00	R
114993	TALBOTT, DEBORAH	REIMBURSEMENT - NATL BOARD	STATE AND FEDERAL PROJECTS	395.00	U
114975	TARGET	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114536	TARGET STORES	LEADERSHIP TEAM SUPPLIES	EDISON ELEMENTARY SCHOOL	100.00	R
114864	TARGET STORES	SPECIAL ED SUPPLIES/NEEDS	HEALTH SERVICES	100.00	R
115096	TARGET STORES	PE SUPPLIES	OLYMPIC CONTINUATION SCHOOL	300.00	R
115351	TARGET STORES	OPEN ORDER/INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	50.00	CD
115329	TEACHER DIRECT	OFFICE / ART SUPPLIES	GRANT ELEMENTARY SCHOOL	172.22	U
115330	TEACHER DIRECT	TEACHER SUPPLIES	GRANT ELEMENTARY SCHOOL	600.60	U
114858	THERAPE SHOPPE INC	PRESCHOOL SUPPLIES: MAA INCNTV	HEALTH SERVICES	100.41	R
115069	TJ JANCA CONSTRUCTION INC	SAFETY SURFACING INSTALL	FACILITY MAINTENANCE	19,946.00	R
115055	TOM JOHN TOWING	OPERATIONS GROUNDS VEHICLES	FACILITY OPERATIONS	402.50	U
114539	TOSHIBA	SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	1,000.00	R
114976	TOSHIBA	OFFICE SUPPLY	PERSONNEL COMMISION	1,100.00	U
114907	TOYS R US	OPEN ORDER/INST SUP/ELL	JOHN ADAMS MIDDLE SCHOOL	100.00	R
115239	TOYS R US	PRESCHOOL EQUIPMENT: MAA INCTV	HEALTH SERVICES	115.00	R
115282	TOYS R US	CLASSROOM SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	83.00	R
114716	TUMBLEWEED TRANSPORTATION	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	814.65	U
114721	TUMBLEWEED TRANSPORTATION	TRANSPORTATION: GETTY VILLAS	LINCOLN MIDDLE SCHOOL	620.00	R
114915	TUMBLEWEED TRANSPORTATION	OPEN ORDER/FESTIVAL BUS/MUSIC	JOHN ADAMS MIDDLE SCHOOL	335.00	R
115340	TUMBLEWEED TRANSPORTATION	TRANSPORTATION	LINCOLN MIDDLE SCHOOL	1,400.00	R
114661	U S BANK (GOVT CARD SERVICES)	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	2,000.00	U
114673	U S BANK (GOVT CARD SERVICES)	Hotel Accomodation Users mtg	INFORMATION SERVICES	95.08	U
114572	U S GAMES - WEST	P.E. EQUIPMENT	WILL ROGERS ELEMENTARY SCHOOL	1,272.67	U
115006	U S GAMES - WEST	PHYSICAL ED SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	166.49	U
115056	UNITED LABORATORIES	OPERATIONS CUSTODIAL SUPPLIES	FACILITY OPERATIONS	934.64	U
114628	UNIVERSAL ASPHALT CO. INC.	parking lot striping	THEATER OPERATIONS&FACILITY PR	1,750.00	R
115308	UNIVERSAL ASPHALT CO. INC.	ASPHALT INSTALL AT MCKINLEY	FACILITY MAINTENANCE	33,633.00	R
114534	UPSTART	TEAM LEADERSHIP SUPPLIES	EDISON ELEMENTARY SCHOOL	96.04	R
115000	USTATION, TINA	REIMBURSEMENT - NATL BOARD	EMPLOYEE RELATIONS	790.00	U
114569	VANGUARD FLOORING INC	FURNISH/INSTALL FLOOR LINCOLN	FACILITY MAINTENANCE	1,597.10	R
114629	VERNIER SOFTWARE & TECHNOLOGY	INSTRUCTIONAL SUP/EQUITY	JOHN ADAMS MIDDLE SCHOOL	86.83	R
115114	VILLAGE GRAPHICS	COURSE CATALOG	MALIBU HIGH SCHOOL	1,739.54	U
114631	VIRCO MFG CORP	CLASSROOM CHAIRS	ROOSEVELT ELEMENTARY SCHOOL	255.62	U
114816	VONS STORE #2262	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	50.00	R
114825	VONS STORE #2262	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
114878	VONS STORE #2262	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
115344	W. W. GRAINGER	wydrofoamer	THEATER OPERATIONS&FACILITY PR	74.63	R
114789	W.O.L.F.	Outdoor Education/CAMP	CABRILLO ELEMENTARY SCHOOL	2,750.00	R
114724	WALKER MOTOR CO.	OPEN ORDER OPERATIONS VEHICLES	GROUNDS MAINTENANCE	925.00	R
115343	WALTERS WHOLESALE ELECTRIC CO	LIGHTING FOR CABRILLO	FACILITY MAINTENANCE	3,586.63	R
115363	WESTERN FENCE & SUPPLY CO	OPEN ORD FOR FENCING/METAL	FACILITY MAINTENANCE	1,500.00	R
115146	WILSON & VALLELY TOWING	MAINT VEHICLE TOWING	FACILITY MAINTENANCE	121.00	R

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL, 2011

PAGE 12

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

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
115333	WITT, CARL	REIMBURSEMENT	WILL ROGERS ELEMENTARY SCHOOL	75.00	R
115100	WOLVERINE SPORTS	P.E. SUPPLIES	OLYMPIC CONTINUATION SCHOOL	194.19	R
115001	WRABEL, CAROL	REIMBURSEMENT - NATL BOARD	EMPLOYEE RELATIONS	1,200.00	U
114923	WRIGHT, CAMPBELL	ID CARD SUPPLIES	PERSONNEL SERVICES	85.24	U
114940	XEROX CORP/SUPPLIES	XEROX MACHINE TONER	PERSONNEL SERVICES	1,208.96	U
115016	YOUNG, DR. WILBERT	RATERS' SUPPLY	PERSONNEL COMMISION	300.00	U
114794	ZANER-BLOSER	Handwriting Workbooks	GRANT ELEMENTARY SCHOOL	1,637.39	R
				** NEW PURCHASE ORDERS	845,659.25

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

114577	AT&T	CISCO EQUIPMENT UPGRADES	INFORMATION SERVICES	64,066.12	BB
115313	LOS ANGELES COUNTY WATERWORKS	INSPECTION CHARGES	MALIBU HIGH SCHOOL	7,100.00	BB
114621	STATE OF CALIFORNIA	DSA CERT.OF PRIOR PROJECTS	MALIBU HIGH SCHOOL	1,955.88	BB
114622	STATE OF CALIFORNIA	DSA CERT. OF PRIOR PROJECTS	CABRILLO ELEMENTARY SCHOOL	884.68	BB
				** FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES	74,006.68

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / PAT HO

RE: ACCEPTANCE OF GIFTS – 2010/2011

RECOMMENDATION NO. A.07

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$20,704.25 presented to the Santa Monica-Malibu Unified School District.

It is further recommended that the Fiscal/Business Services Office, in accordance with Educational Code §42602, be authorized to increase the 2010-2011 income and appropriations by \$20,704.25 as described on the attached listing.

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

COMMENT: The value of all non-cash gifts has been determined by the donors.

NOTE: The list of gifts is available on the District's website, www.smmusd.org.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

BOE Date: 04/06/11

Current Gifts and Donations 2010/2011

School/Site Account Number		Equity Fund 15% Contrib.	In-kind Value	Donor	Purpose
JAMS 01-90120-0-00000-00000-8699-011-0000	\$ 1,655.00 \$ 55.00 \$ 26.00	\$ 248.25 \$ - \$ -		Santa Monica Science Magnet Various Various Parents	Blinds for room 30 Direct Cost TRF-Intrafund General Supplies and Materials
Adult Education 11-90120-0-00000-00000-8699-090-0000					
Alternative (SMASH) 01-90120-0-00000-00000-8699-009-0000					
Cabrillo 01-90120-0-00000-00000-8699-017-0000					
CDS 12-90120-0-00000-00000-8699-070-0000					
Edison 01-90120-0-00000-00000-8699-001-0000					
Franklin 01-90120-0-00000-00000-8699-002-0000					
Grant 01-90120-0-00000-00000-8699-003-0000					
Lincoln 01-90120-0-00000-00000-8699-012-0000					
Malibu High School 01-90120-0-00000-00000-8699-010-0000	\$ 630.00 \$ 350.00 \$ 255.00 \$ 72.00	\$ - \$ - \$ 45.00 \$ -		Various Students South Coast Air Quality MHS-ABC Various Parents	General Supplies and Materials General Supplies and Materials General Supplies and Materials General Supplies and Materials
McKinley 01-90120-0-00000-00000-8699-004-0000					
Muir 01-90120-0-00000-00000-8699-005-0000					
Olympic HS 01-90120-0-00000-00000-8699-014-0000					
Rogers 01-90120-0-00000-00000-8699-006-0000	\$ 250.00	\$ -		Eugene Berschneider	General Supplies and Materials

BOE Date: 04/06/11

Current Gifts and Donations 2010/2011

School/Site Account Number	Gift Amount	Equity Fund 15% Contrib.	In-kind Value	Donor	Purpose
Roosevelt 01-90120-0-00000-00000-8699-007-0000					
Samohi 01-90120-0-00000-00000-8699-015-0000	\$ 1,387.00	\$ -		Various Wells Fargo Gift Matching Program	General Supplies and Materials
	\$ 204.00	\$ 36.00			General Supplies and Materials
Barnum Hall 01-91150-0-00000-00000-8699-015-0000					
Pt. Dume Marine Science 01-90120-0-00000-00000-8699-019-0000					
Webster 01-90120-0-00000-00000-8699-008-0000					
<u>Others:</u>					
<u>Superintendent's Office</u> 01-90120-0-00000-00000-8699-020-0000					
<u>Educational Services</u> 01-90120-0-00000-00000-8699-030-0000	\$ 15,491.00	\$ -		Various Music Parents	General Supplies and Materials
<u>Student & Family Services</u> 01-90120-0-00000-00000-8699-040-0000					
<u>Special Education</u> 01-90120-0-00000-00000-8699-044-0000					
<u>Information Services</u> 01-90120-0-00000-0000-8699-054-0000					
<u>Food and Nutrition Services</u> 01-90120-0-00000-0000-8699-057-0000					
<u>District</u> 01-90120-0-00000-00000-8699-090-0000					
TOTAL	\$ 20,375.00	\$ 329.25	\$ -		

BOE Date: 04/06/11

Current Gifts and Donations 2010/2011

School/Site Account Number	Y-T-D Adjusted Gift Total	Current Gift Amount	Equity Fund 15% Contrib.	Cumulative Gift Amount	Y-T-D In-Kind Value	Current In-Kind Value	Cumulative In-Kind Value
JAMS 01-90120-0-00000-00000-8699-011-0000	\$ 78,478.53	\$ 1,736.00	\$ 248.25	\$ 80,462.78			\$ -
Adult Education 11-90120-0-00000-00000-8699-090-0000				\$ -			\$ -
Alternative (SMASH) 01-90120-0-00000-00000-8699-009-0000				\$ -			\$ -
Cabrillo 01-90120-0-00000-00000-8699-017-0000	\$ 5,889.54			\$ 5,889.54			\$ -
CDS 12-90120-0-00000-00000-8699-070-0000				\$ -	\$ 33,799.87		\$ 33,799.87
Edison 01-90120-0-00000-00000-8699-001-0000	\$ 5,912.81			\$ 5,912.81	\$ 1,250.00		\$ 1,250.00
Franklin 01-90120-0-00000-00000-8699-002-0000	\$ 3,165.67			\$ 3,165.67			\$ -
Grant 01-90120-0-00000-00000-8699-003-0000				\$ -			\$ -
Lincoln 01-90120-0-00000-00000-8699-012-0000	\$ 88,599.15			\$ 88,599.15			\$ -
Malibu High School 01-90120-0-00000-00000-8699-010-0000 <i>Malibu Shark Fund - Resource #90141</i>	\$ 36,390.68	\$ 1,307.00	\$ 45.00	\$ 37,742.68			\$ -
McKinley 01-90120-0-00000-00000-8699-004-0000	\$ 17,861.20			\$ 17,861.20			\$ -
Muir 01-90120-0-00000-00000-8699-005-0000	\$ 9,982.69			\$ 9,982.69			\$ -
Olympic HS 01-90120-0-00000-00000-8699-014-0000	\$ 575.00			\$ 575.00			\$ -
Rogers 01-90120-0-00000-00000-8699-006-0000	\$ 21,301.02	\$ 250.00	\$ -	\$ 21,551.02			\$ -
Roosevelt 01-90120-0-00000-00000-8699-007-0000	\$ 551.70			\$ 551.70			\$ -
Samohi 01-90120-0-00000-00000-8699-015-0000	\$ 16,915.04	\$ 1,591.00	\$ 36.00	\$ 18,542.04			\$ -
Pt. Dume Marine Science 01-90120-0-00000-00000-8699-019-0000				\$ -			\$ -
Webster 01-90120-0-00000-00000-8699-008-0000				\$ -			\$ -

BOE Date: 04/06/11

Current Gifts and Donations 2010/2011

School/Site Account Number	Y-T-D Adjusted Gift Total	Current Gift Amount	Equity Fund 15% Contrib.	Cumulative Gift Amount	Y-T-D In-Kind Value	Current In-Kind Value	Cumulative In-Kind Value
ALL OTHER LOCATIONS:							
Superintendent's Office 01-90120-0-00000-00000-8699-020-0000				\$ -			\$ -
Educational Services 01-90120-0-00000-00000-8699-030-0000	\$ 6,086.25	\$ 15,491.00		\$ 21,577.25	\$ 7,039.50		\$ 7,039.50
Student and Family Support Services 01-90120-0-00000-00000-8699-041-0000				\$ -			\$ -
Special Education 01-90120-0-00000-00000-8699-044-0000				\$ -			\$ -
Information Services 01-90120-0-00000-00000-8699-054-0000				\$ -			\$ -
District 01-90120-00000-0-00000-8699-090-0000				\$ -			\$ -
Food & Nutrition Services 01-90120-0-00000-00000-8699-070-0000				\$ -			\$ -
TOTAL GIFTS	\$ 291,709.28	\$ 20,375.00	\$ 329.25	\$ 312,413.53	\$ 42,089.37	\$ -	\$ 42,089.37
Total Cash Gifts for District:		\$ 20,375.00	Total Equity Fund 15% Contribs. \$ 329.25		Total In-Kind Gifts:	\$ -	

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: RENEW AWARD OF ASPHALT REPLACEMENT FOR DISTRICTWIDE UNIT
PRICING CONTRACT – BID #8.05 – UNIVERSAL ASPHALT COMPANY, YEAR
FOUR

RECOMMENDATION NO. A.08

It is recommended that the Board of Education extend Approval of Asphalt Replacement – Districtwide Unit Pricing Contract, Bid #8.05, to Universal Asphalt Company Inc., in an amount not to exceed \$188,600, for December 2010 through December 2011.

Funding Information

Budgeted: Yes

Fund/Source: ARRA

Account Number: 01-32000-0-00000-81100-5640-061-2602

Description: Repair by Vendor

Comments: The original contract was awarded on 08/09/07 with an annual four-year extension. The District will be replacing asphalt for McKinley Elementary School during the spring break in an amount of \$33,633.

Unit pricing is available for review in the Purchasing Office upon request

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF COMPUTER EQUIPMENT BY LEASE PURCHASE THROUGH
APPLE FINANCE CORPORATION – PT. DUME PTA

RECOMMENDATION NO. A.09

It is recommended that the Board of Education award the purchase and lease of computer equipment to Apple Financial Services in the amount of \$26,356 a year for a total lease price of \$79,068 over a three year term, with first payment in advance.

Funding Information

Source: PTA Gift

Currently Budgeted: Yes

Account Number: 01-90150-0-11100-100000-4400-019-4190

COMMENT: Pt. Dume PTA will purchase 64 iMac computers and 1 server, for a purchase price of \$75,488 plus \$3,580 in finance charges. Pt. Dume PTA agreed to finance the loan, which includes maintenance and eWaste recycling fees, for \$26,356 a year, for a total of three (3) years. A letter from Pt. Dume PTA follows.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:



POINT DUME MARINE SCIENCE SCHOOL

PDMSS PTA

March 25, 2011

Virginia Hyatt
Purchasing Director
SMMUSD
1651 16th Street
Santa Monica, CA 90404

Dear Virginia,

The Point Dume Marine Science School PTA is committed to paying SMMUSD \$26,161 a year for a period of three years for the purchase and lease of Apple Computers (Apple Quote: W71366388). The total lease price of \$78,483 will be paid over a three-year term.

Thank you,

A handwritten signature in cursive script that reads "Kerry Hernandez".

Kerry Hernandez
PDMSS PTA President

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / VIRGINIA I. HYATT

RE: AWARD OF GREEN CHEMICAL CLEANING PRODUCTS TO WAXIE SANITARY SUPPLY – NATIONAL IPA CONTRACT #100489 AND WSCA CONTRACT #7-09-79-02 AND ESTABLISH ECOLOGO AND GREEN SEAL STANDARDS FOR CHEMICAL PURCHASES

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve the award of the Green Cleaning Product contract to Waxie Sanitary Supply, based on unit pricing from WSCA (Western States Contracting Alliance) and the National IPA (National Intergovernmental Purchasing Alliance Program) contract pricing, and to furthermore establish Ecologo and Green Seal standards for chemical purchases when available products exist. Annual usage of the eight tested chemicals is currently \$17,000 district wide.

Funding Information

Budgeted: Yes
Fund: General
Source: Various
Account Number: Various

History:

The City of Santa Monica requested that the District apply for a State of California Department of Health grant for the testing of green cleaning supplies, which are directly linked to asthma in children. The grant was supported by the Environmental Working Group (EWG), a national environmental research and advocacy organization, two non-profit organizations: the Green Schools Initiative, the Green Purchasing Institute and from the City of Santa Monica's Office of Sustainability and the Environment. This grant was a direct link to Assemblywoman Julia Brownley's Clean and Healthy Schools Act (AB821) which would require K-12 schools to use "green" cleaners as long as they did not cost schools more. (AB 821 did not pass) With this grant, the District will receive training for custodial, facilities and purchasing staff, on the hazards of conventional cleaners and how to select and purchase safer, environmentally preferable cleaners.

On November 3, 2009, EWG released a report on the results of its research project testing the air contaminants emitted from conventional and green cleaners that are used in California schools. The results indicated that green cleaners release far fewer toxic chemicals, thereby helping to improve health and indoor air quality. The District currently has 20% of its children with asthma related conditions.

(Continued on next page)

Process:

In an effort to reduce exposure to environmental asthma triggers and other chemicals of concern, SMMUSD initiated a test pilot program of green products, beginning with letters requesting information from 12 manufacturers for literature and certifications on their products. Only products with Green Seal and Ecologo (third party) certifications were accepted for testing. After initial review, 6 manufacturers were invited to interview with a team comprised of operations, custodial and purchasing staff. After interviews, 5 manufacturers were invited to participate in the testing process, 4 manufacturers provided dispensing units, product and training to custodial staff on a two week rotating basis from September 20 to December 1 of 2010. (1 manufacturer declined to participate).

A detailed evaluation form was filled out by each custodial team at each test site (Cabrillo, Franklin, Rogers, and Roosevelt), evaluating each product on items such as:

- How well did the product clean?
- How hard did you have to work to clean with the product?
- Did you have to clean more often with this product compared to current product?
- Did you experience any health problems from using the product?

A point system was assigned to each question, with 2 vendors being selected from the process.

After site evaluations were completed, the two vendors met with District staff to review price proposals and other contract deliverables. Based on these items, Waxie was chosen as the awarding vendor.

Method:

Due to the chemicals being “green” the products are heavily concentrated to avoid shipping water, additional packaging and shipping materials. All chemicals are dispensed in units which automatically mix the concentrates with water, thereby eliminating the need for measuring and using improper proportions for its intended use. Currently there is no method to prevent additional product being added to the water from the manufacturer’s suggested ratios, causing over use of product and excess expense. Further “green” methodology involves fewer products, using the same products in various dilution ratios determined by the end use. The use of heavy cleaning products are therefore eliminated on a day to day use and used only once or twice a year for heavy cleaning. By converting over to this method of cleaning, the list of 8 products has been reduced to three products, further reducing inventories and costs.

Timelines:

Due to the inventories at the various sites, it will be necessary to phase the program in, as product is reduced, dispensing units will be installed, with their remaining chemicals moved from elementary sites to middle schools to high schools until all of the product is reduced. Currently, Purchasing staff is reviewing all chemical orders and reducing requests in order to begin transitioning to the new green chemicals. It is anticipated full implementation will be completed by the end of the fiscal year, June 2011.

(Continued on next page)

**Educational component:

As with all contracts issued by the District, an educational component is an essential element used as a basis of evaluation to award the contract. Custodial staff, administration, teachers, students and parents as well as Green Teams throughout the District will be involved in the training and educational component in order to understand the full impact of using "green" products. Site meetings and newsletters will be used to spread the information. It is imperative that everyone on the campuses understand the need to no longer bring in alternative products from home, or request them as donations. The District is striving to control the use of chemicals at the facilities district wide in order to provide a safe, chemical free educational facility for all.

It is anticipated that even though unit pricing is higher than currently used products, by the use of dispensing units and concentrated product, less waste, lower inventory requirements and shipping costs will be in line with current expenditures. Users of this form of chemical use typically experience reduction of annual expenditures in the 30-50% range. Waxie has received the Clean Air Choices-Cleaners Certification from the South Coast Air Quality Management District (SCAQMD) on two of the three products the District will be implementing in this program.

Evaluation forms, product information and contract pricing is available in the Purchasing Office.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: APPROVE AMENDMENT TO CONTRACT FOR BID #10.14.BB-03-112630 GREEN FRINGE & 03-113013 RELOCATABLES – JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION AND SITE IMPROVEMENTS PROJECT – SITE IMPROVEMENTS AT PERIMETER OF ATHLETIC FIELDS (GREEN FRINGE) (PACKAGE 1) (03-112630) & RELOCATABLES (PACKAGE 2A) (03-113013) – R&H INDUSTRIES DBA BEST ELECTRIC – MEASURE BB

RECOMMENDATION NO. A.11

It is recommended that the Board of Education authorize Change Order No. RELO 02 for Bid #10.14.BB-03-112630 Green Fringe & 03-113013 Relocatables, John Adams Middle School – Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements Project - Site Improvements at Perimeter of Athletic Fields (Green Fringe) (Package 1) and Relocatables (Package 2A), R&H Industries dba Best Electric in the amount of \$4,275.59 for a total contract amount of \$1,078,991.31.

Funding Information:

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Numbers: 82-00000-0-00000-85000-6200-011-2600
Description: Construction Services
DSA #: 03-112630, 03-113013
Description: Building Improvement

COMMENTS: At the June 3, 2010, meeting of the Board of Education, Bid #10.14.BB-03-112630 Green Fringe & 03-113013 Relocatables, John Adams Middle School - Site Improvements at Perimeter of Athletic Fields (Green Fringe) (Package 1) and Relocatables (Package 2A) project was approved to R&H Industries dba Best Electric, in the amount of \$1,029,250. The contract amount included \$639,050 for Green Fringe (Package 1) and \$390,200 for Relocatables (Package 2A). The change orders for the two packages are being processed separately to align with their individual DSA project numbers.

At their January 13, 2011, meeting the Board of Education approved Change Order RELO 01 for \$20,748.28.

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

Original Contract Amount:	\$390,200.00
<u>Previous Change Order (RELO 01):</u>	<u>\$20,748.28</u>
Current Contract Amount:	\$410,948.28
<u>Change Order No. RELO 02:</u>	<u>\$4,275.59</u>
Revised Contract Amount:	\$415,223.87
Original Contract Duration	124 days
<u>Previous Change Order:</u>	<u>0 days</u>
Total duration	124 days

Change Order No. RELO 02:	0 days
Revised Contract Duration	124 days

The change order breakdown is summarized as below:

1. Unforeseen changes	\$419.77
2. Required additional scope	\$0
3. District directive	\$3,855.82
4. Credit	\$0
Change Order No. RELO 02:	\$4,275.59

The detailed breakdown for each change order is listed below:

1. PCO No. RELO 07A: Reconciliation of Low Voltage Costs Data Drops	\$3,855.82
2. PCO No. RELO 07B: Reconciliation of Low Voltage Costs Patch Cords	\$419.77

This Change Order No. RELO 02, for \$4,275.59 is for additional change orders listed above and a 0-day contract extension for the John Adams Middle School – Site Improvements at Perimeter of Athletic Fields (Green Fringe) (Package 1) and Relocatables (Package 2A). The revised contract total will be \$415,223.87 for Relocatables (Package 2A); the total revised contract total will be \$1,078,991.31. The contract duration will remain unchanged.

Current Contract Amount (Relocatables):	\$410,948.28
Change Order No. RELO 02:	\$4,275.59
Total Contract Amount (Relocatables):	\$415,223.87

Current Contract Amount (Green Fringe):	\$663,767.44
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Total Contract Amount	\$1,078,991.31
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These construction funding adjustments will be made by adjustment to the project construction contingency.

A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: APPROVE AMENDMENT TO CONTRACT FOR BID #10.14.BB-03-112630 GREEN FRINGE & 03-113013 RELOCATABLES – JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION AND SITE IMPROVEMENTS PROJECT – SITE IMPROVEMENTS AT PERIMETER OF ATHLETIC FIELDS (GREEN FRINGE) (PACKAGE 1) (03-112630) & RELOCATABLES (PACKAGE 2A) (03-113013) – R&H INDUSTRIES DBA BEST ELECTRIC – MEASURE BB

RECOMMENDATION NO. A.12

It is recommended that the Board of Education authorize Change Order No. GF 02 for Bid #10.14.BB-03-112630 Green Fringe & 03-113013 Relocatables, John Adams Middle School – Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements Project - Site Improvements at Perimeter of Athletic Fields (Green Fringe) (Package 1) and Relocatables (Package 2A), R&H Industries dba Best Electric in the amount of (\$42,528.99) (credit) for a total contract amount of \$1,036,462.32.

Funding Information:

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Numbers: 82-00000-0-00000-85000-6200-011-2600
Description: Construction Services
DSA #: 03-112630, 03-113013
Description: Building Improvement

COMMENTS: At the June 3, 2010, meeting of the Board of Education, Bid #10.14.BB-03-112630 Green Fringe & 03-113013 Relocatables, John Adams Middle School - Site Improvements at Perimeter of Athletic Fields (Green Fringe) (Package 1) and Relocatables (Package 2A) project was approved to R&H Industries dba Best Electric, in the amount of \$1,029,250. The contract amount included \$639,050 for Green Fringe (Package 1) and \$390,200 for Relocatables (Package 2A). The change orders for the two packages are being processed separately to align with their individual DSA project numbers.

At their January 13, 2011, meeting the Board of Education approved Change Order GF 01 for \$24,717.44.

Change Order No. GF02 includes the following changes to the terms of the contract:

Original Contract Amount:	\$639,050.00
<u>Previous Change Order No. GF 01</u>	<u>\$24,717.44</u>
Current Contract Amount:	\$663,767.44
<u>Change Order No. GF 02 (credit):</u>	<u>(\$42,528.99)</u>
Revised Contract Amount:	\$621,238.45
Original Contract Duration	124 days
<u>Previous Change Order</u>	<u>0 days</u>
Current Contract Duration	124 days

Change Order No. GF 02:	0 days
Revised Contract Duration	124 days

The change order breakdown is summarized as below:

1. Unforeseen changes	\$0
2. Required additional scope	\$0
3. District directive	\$0
4. Credit	(\$42,528.99)
Change Order No. GF 02:	(\$42,528.99)

The detailed breakdown for each change order is listed below:

3. PCO No. GF15: Credit for unused allowances	(\$40,000.00)
4. PCO No. GF16: Relocate backflow device	(\$2,528.99)

This Change Order No. GF 02, for (\$42,528.99) (credit) is for additional change orders listed above and a 0 day contract extension for the John Adams Middle School – Site Improvements at Perimeter of Athletic Fields (Green Fringe) (Package 1) and Relocatables (Package 2A). The revised contract total will be \$621,238.45 for Green Fringe (Package 1); the total revised contract total will be \$1,036,462.32. The contract duration will remain unchanged.

Original Contract Amount:	\$639,050.00
Previous Change Order No. GF 01:	\$24,717.44
Change Order No. GF 02:	(\$42,528.99)
Total Contract Amount (Green Fringe):	\$621,238.45

Current Contract Amount (Relocatables):	\$415,223.87
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Total Contract Amount	\$1,036,462.32
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A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: CONTRACT AMENDMENT #17 FOR TESTING AND SPECIAL INSPECTION SERVICES – JOHN ADAMS MIDDLE SCHOOL NEW CONSTRUCTION AND MODERNIZATION PROJECT – LEIGHTON CONSULTING, INC. – MEASURE BB

RECOMMENDATION NO. A.13

It is recommended that the Board of Education approve Contract Amendment #17 to Leighton Consulting, Inc. for Testing and Special Inspection Services for John Adams Middle School New Construction and Modernization Project in the amount of \$61,656, for a total contract amount of \$225,566, Measure BB projects.

Funding Information

Budgeted: Yes

Fund: 82

Source: State School Building Fund

Account Number: 82-00000-0-00000-85000-5802-011-2600

Description: Consultant Services

COMMENTS: Division of the State Architect (DSA) Testing and Special Inspection Services are required by code to ensure that school facilities are built to the DSA approved plans and specifications. District staff solicited proposals from the ten (10) prequalified Testing & Special Inspection firms. Leighton Consulting, Inc. is recommended to provide Testing and Special Inspection Services for the John Adams Middle School New Construction and Modernization Project, DSA Application No. 03-112808.

This Contract Amendment No. 17 for \$61,656 is for Testing and Special Inspection Services for John Adams Middle School New Construction and Modernization Project, with a construction budget of \$10,062,666. The revised contract total will be \$225,566. This cost was anticipated in the budget.

(Continued on next page)

CONTRACT AMENDMENT #1 (Edison)	\$19,000
CONTRACT AMENDMENT #2 (Edison)	5,000
CONTRACT AMENDMENT #3 (Edison)	7,000
CONTRACT AMENDMENT #4 (Edison)	5,000
CONTRACT AMENDMENT #5 (Malibu)	50,500
CONTRACT AMENDMENT #6 (Malibu)	3,000
CONTRACT AMENDMENT #7 (Webster)	9,400
CONTRACT AMENDMENT #8 (Malibu)	12,400
CONTRACT AMENDMENT #9 (Olympic)	21,600
CONTRACT AMENDMENT #10 (Olympic)	3,000
CONTRACT AMENDMENT #11 (Olympic)	1,300
CONTRACT AMENDMENT #12 (Rogers)	1,500
CONTRACT AMENDMENT #13 (JAMS Pkg. lot)	4,500
CONTRACT AMENDMENT #14 (Grant Main Entry)	5,010
CONTRACT AMENDMENT #15 (JAMS Parking Lot)	10,700
CONTRACT AMENDMENT #16 (JAMS Parking Lot)	5,000
<u>CONTRACT AMENDMENT #17 (JAMS New Construction & Mod. Pkg. 2B)</u>	<u>61,656</u>
TOTAL:	\$225,566

A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: CONTRACT AMENDMENT #9 FOR GEOTECHNICAL OBSERVATION AND TESTING SERVICES – JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION AND SITE IMPROVEMENTS (PACKAGE 2B) – CONVERSE CONSULTANTS – MEASURE BB

RECOMMENDATION NO. A.14

It is recommended that the Board of Education approve Contract Amendment #9 with Converse Consultants to provide Geotechnical Observation and Testing Services for John Adams Middle School - Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements Project (Package 2B), in the amount of \$17,171, for a total contract amount of \$139,972.

Funding Information

Budgeted: Yes

Fund: 82

Source: Measure BB

Account Number: 82-00000-0-00000-85000-5802-011-2600

Description: Consultant Services

COMMENTS: The Board of Education previously approved Converse Consultants as one of the three (3) pre-qualified Geotechnical consultants on the cities of Santa Monica and Malibu. The firms are being assigned projects as the need arises and depending on their familiarity with and availability for the assignment. On 07/24/08, the Board of Education approved a contract with Converse Consultants to provide Geotechnical Services for the John Adams Middle School - Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements Project. Converse has provided Geotechnical Observation and Testing Services for the previous construction packages at the site, including the Relocatables (Package 2A) and Green Fringe (Package 1) projects.

Contract Amendment #9, for \$17,171, is for Geotechnical Observation and Testing Services during construction of the John Adams Middle School - Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements Project (Package 2B). The revised contract total will be \$139,972. This cost was anticipated within the budget.

(Continued on next page)

ORIGINAL CONTRACT – John Adams MS	\$26,950
ORIGINAL CONTRACT – Lincoln MS	28,250
CONTRACT AMENDMENT #1 (Adams testing)	8,545
CONTRACT AMENDMENT #2 (Additional Adams testing)	5,682
CONTRACT AMENDMENT #3 (Adams Field Investigation – parking lot)	2,930
CONTRACT AMENDMENT #4 (Adams Relos - geotech observ. & testing)	15,540
CONTRACT AMENDMENT #5 (Adams Green Fringe geotech observ testing)	11,040
CONTRACT AMENDMENT #6 (Lincoln Relos – geotech observ testing)	11,870
CONTRACT AMENDMENT #7 (Adams Green Fringe geotech observ testing sewer)	1,329
CONTRACT AMENDMENT #8 (Lincoln Relos Fire Water Main geotech observ)	10,665
CONTRACT AMENDMENT #9 (Adams New Const. & Mod. geotech observ)	17,171
<u>TOTAL:</u>	<u>\$139,972</u>

A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/2011

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: CONTRACT AMENDMENT #21 FOR SOIL REMEDIATION MONITORING SERVICES – JOHN ADAMS MIDDLE SCHOOL, REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION AND SITE IMPROVEMENTS (PACKAGE 2B) – ARCADIS – MEASURE BB

RECOMMENDATION NO. A.15

It is recommended that the Board of Education approve Contract Amendment #21 to Arcadis U.S., Inc. in the amount of \$44,011 for a total contract amount of \$626,774.

Funding Information:

Budgeted: Yes

Fund: 81

Source: State School Building Fund

Account Number: 81-00000-0-00000-85000-5802-011-2600

Project: John Adams Middle School, Package 2B

Description: Entitlement Services, Site Environmentalist

COMMENTS: In preparation for the Measure BB project at John Adams Middle School, approximately 110 cubic yards of soil must be remediated at the site.

The removal of any affected soils requires a licensed environmental consultant be present to verify that all laws and regulations are being observed by the contractor. The environmental consultant's scope of work includes overall monitoring of environmental concerns and state regulations related to the abatement of the hazardous materials identified in the soil at the site. Specific tasks include constant monitoring and collection of airborne dust, abatement practices, laboratory testing of soil and airborne dust, contractor best practices per EPA guidelines, that soil is properly transported to an approved disposal site and preparation of a Removal Action Completion Report.

Contract Amendment #21 is for professional consulting services to monitor the removal of the affected soils identified at John Adams Middle School by the contractor awarded the abatement contract. This Contract Amendment #21 is in the amount of \$44,011 for a revised contract amount of \$626,774.

(Continued on next page)

ORIGINAL CONTRACT AMOUNT	54,300
Contract Amendment #1 (Pipe Risk Eval.,ELA)	26,686
Contract Amendment #2 (Env. Assessment, Lincoln)	50,879
Contract Amendment #3 (Env. Assessment, 4 sites)	162,335
Contract Amendment #4 (Pipe Risk Phase 2, ELA)	32,392
Contract Amendment #5 (Contract Extension)	0
Contract Amendment #6 (Malibu, SAMOHI)	4,200
Contract Amendment #7 (Pipe Risk Stage 2, SAMOHI)	6,770
Contract Amendment #8 (Removal Action Plan,ELA)	21,010
Contract Amendment #9 (Sampling Lincoln)	16,808
Contract Amendment #10 (Sampling Adams)	21,608
Contract Amendment #11 (sampling RAW Adams)	31,970
Contract Amendment #12 (samp. RAW Lincoln)	25,320
Contract Amendment #13 (Revised Phase 1, Malibu)	860
Contract Amendment #14 (Edison, RAW, Bid assist)	5,850
Contract Amendment #15 (Edison, RAW, Monitoring) (not approved)	0
Contract Amendment #16 (Adams, RAW, Bid assist, monitoring)	5,000
Contract Amendment #17 (Lincoln, RAW, Bid assist, monitoring)	3,800
Contract Amendment #18 (Malibu, sampling, RAW)	34,870
Contract Amendment #19 (Adams, add'l sampling)	8,550
Contract Amendment #20 (Edison, Virginia Ave., Remed. Monitoring)	69,555
Contract Amendment #21 (Adams, Pkg. 2b, Remed. Monitoring)	44,011
TOTAL CONTRACT AMOUNT	\$626,774

A Friday Memo will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: CONTRACT AMENDMENT #2 FOR INSPECTION SERVICES – JOHN ADAMS
MIDDLE SCHOOL NEW CONSTRUCTION AND MODERNIZATION PROJECT
– KNOWLAND INC – MEASURE BB

RECOMMENDATION NO. A.16

It is recommended that the Board of Education A\approve Contract Amendment #2 with Inspection Services to Knowland Inc. to provide inspection services at John Adams Middle School for the John Adams Middle School New Construction and Modernization Project, in the amount \$214,200, for a total contract amount of \$254,200.

Funding Information

Budgeted: Yes
Fund: 82
Source: State School Building Fund
Account Number: 82-00000-0-00000-85000-5802-011-2600
Description: Independent Contractor/Consultant

Comments: Division of the State Architect (DSA) Inspection Services are required by code to ensure that school facilities are built to the DSA approved plans and specifications. District staff solicited proposals from the sixteen (16) prequalified IOR firms. Knowland Inc. is recommended to provide Inspection Services for the John Adams Middle School New Construction and Modernization Project, DSA Application No. 03-112808.

This Contract Amendment #2 for Knowland, Inc. for the amount \$214,200, is for Inspection Services for the John Adams Middle School New Construction and Modernization Project, with a construction budget of \$10,062,666. The revised contract total will be \$254,200. This cost was anticipated in the budget.

ORIGINAL CONTRACT AMOUNT	\$10,000
Contract Amendment#1 (Pt. Dume)	30,000
<u>Contract Amendment#2 (JAMS New Const. Modern. Pkg. 2B)</u>	<u>214,000</u>
TOTAL CONTRACT AMOUNT	\$254,200

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: CONTRACT AMENDMENT #15 FOR ENVIRONMENTAL TESTING, MONITORING, AND REPORTING SERVICES FOR JOHN ADAMS MIDDLE SCHOOL, REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION AND SITE IMPROVEMENTS (PACKAGE 2B) – ATC ASSOCIATES – MEASURE BB

RECOMMENDATION NO. A.17

It is recommended that the Board of Education approve ATC Associates Contract Amendment #16 to monitor the work of the construction of the John Adams Middle School, Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements (Package 2b), in the amount of \$43,590 for a total Contract amount of \$276,638.

Funding Information

Budgeted: Yes
Fund: 82
Source: State School Building Fund
Account Number: 82-00000-0-00000-85000-5802-011-2600
Projects: Modernization (1B)
Description: Soft Costs, Environmental Tests, Hazardous Materials

COMMENTS: For any project that will disturb materials that have been identified to contain hazardous materials (e.g. asbestos and lead paint), the work should be monitored by a third party firm hired by the District.

The monitoring will include verification of proper certification of workers, implementation of best practices, air testing, laboratory services and similar services required to insure the safety of the students and staff at the project site. The consultant shall also insure that all work, transportation and disposal of hazardous materials is done in compliance of state and federal regulations.

ATC Associates Contract Amendment #16 is to provide environmental consulting services to monitor the work of the construction of the John Adams Middle School, Replacement of Classroom Buildings E, F & G, New Administration, Modernization and Site Improvements (Package 2B), for compliance with state regulations including air monitoring and laboratory services. Contract Amendment #15 is for an amount not to exceed \$43,590, for a total contract amount of \$276,638, and will be billed on an hourly basis. There is available project soft cost budget for this contract amendment.

(Continued on next page)

ORIGINAL CONTRACT AMOUNT: (Estimate)	\$	0
CONTRACT AMENDMENT #1 (8 Sites, Net Add to original estimate \$1,138)		101,138
CONTRACT AMENDMENT #2 (3 Sites)		42,647
CONTRACT AMENDMENT #3 (2508 & 2512 Virginia Ave, survey & specs)		7,010
CONTRACT AMENDMENT #4 (Webster Elem, FA project)		13,152
CONTRACT AMENDMENT #5 (Point Dume MSE, Gas/Heat project)		11,815
CONTRACT AMENDMENT #6 (2508 & 2512 Virginia, Monitoring)		4,012
CONTRACT AMENDMENT #7 (Grant ES, Entry Reconfiguration)		3,501
CONTRACT AMENDMENT #8 (Cabrillo ES, Fence & Gate)	\$3,501	2,714
CONTRACT AMENDMENT #9 (Olympic HS, Landscape)		1,535
CONTRACT AMENDMENT #10 (Rogers, Pre-school Relos)		5,284
CONTRACT AMENDMENT #11 (John Adams, New Constr. & Mod.)		4,990
CONTRACT AMENDMENT #12 (Lincoln, Mod & Classroom Bldg.)		4,310
CONTRACT AMENDMENT #13 (Secondary Classroom Tech Proj.)		12,100
CONTRACT AMENDMENT #14 (Lincoln, Modernization Project)		18,840
CONTRACT AMENDMENT #15 (Adams, New Constr. Mod. 2b)		43,590
TOTAL CONTRACT AMOUNT:		\$276,638

A Friday Memo will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: APPROVE AMENDMENT TO CONTRACT FOR BID #10.15.BB-03-112987 (CO No. 04) – LINCOLN MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDING C, MODERNIZATION AND SITE IMPROVEMENTS PROJECT - RELOCATABLES (PACKAGE 1A) PROJECT – Y & M CONSTRUCTION, INC. – MEASURE BB

RECOMMENDATION NO. A.18

It is recommended that the Board of Education approve Change Order No. 04 for Bid #10.15.BB-03-112987 – Lincoln Middle School – Replacement of Classroom Building C, Modernization And Site Improvements Project - Relocatables (Package 1A) Project – Y & M Construction, Inc. in the credit amount of (\$222.94) for a total contract amount of \$426,492.70.

Funding Information:

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Numbers: 82-00000-0-00000-85000-6200-012-2600
Description: Construction Services
DSA #: 03-112987
Description: Building Improvement

COMMENTS: At the June 3, 2010, meeting of the Board of Education, Bid #10.15.BB-03-112987 – Lincoln Middle School – Replacement Of Classroom Building C, Modernization And Site Improvements Project - Relocatables (Package 1A) Project was approved to Y & M Construction, Inc. in the amount of \$388,300.00.

At their January 13, 2011, meeting, the Board of Education approved Change Orders No. 1 and No. 2 and an addition of 45 days. At their February 3, 2011, meeting the Board of Education approved Change Order No. 3.

Change Order No. 04 includes the following changes to the terms of the contract:

Original Contract Amount:	\$388,300.00
<u>Previous Change Orders (CO 01, 02, 03):</u>	<u>\$38,415.64</u>
Current Contract Amount:	\$426,715.64
<u>Change Order No. 04: (credit):</u>	<u>(\$222.94)</u>
Revised Contract Amount:	\$426,492.70
Original Contract Duration	84 days
<u>Previous Change Orders:</u>	<u>+45 days</u>
Current Contract Duration:	129 days
<u>Change Order No. 04:</u>	<u>+0 days</u>
Revised Contract Duration	129 days

The change order breakdown is summarized as below:

1. Unforeseen Changes	\$0.00
2. Required Additional Scope	\$3,777.06
3. District Directive	\$0.00
<u>4. Credit</u>	<u>(\$4,000.00)</u>
Change Order No. 04 (credit):	(\$222.94)

Change Order 04 includes the cost for all labor and materials for the contract scope summarized below.

- 5. PCO No. 18: Asphalt at library ramp \$3,777.06
- 6. PCO No. 22: Credit for handrail extension not installed (credit) (\$4,000.00)

A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: APPROVE AMENDMENT TO CONTRACT FOR BID #10.28.BB-03-112987 (CO NO. 02) – LINCOLN MIDDLE SCHOOL – LINCOLN MIDDLE SCHOOL RELOCATABLES (PACKAGE 1A) FIRE WATER MAIN PROJECT – BLOIS CONSTRUCTION, INC. – MEASURE BB

RECOMMENDATION NO. A.19

It is recommended that the Board of Education approve Change Order No. 02 for Bid #10.28.BB-03-112987 - Lincoln Middle School – Relocatables Package 1A - Fire Water Main Project, to Blois Construction, Inc. in the credit amount of (\$5,000) for a total contract amount of \$89,320.00.

Funding Information:

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Numbers: 82-00000-0-00000-85000-6200-012-2600
Description: Construction Services
DSA #: 03-112987
Description: Building Improvement

COMMENTS: At the January 13, 2011, meeting of the Board of Education, Bid #10.28.BB-03-112987 - Lincoln Middle School – Relocatables Package 1A - Fire Water Main Project, to Blois Construction, Inc. was approved to Blois Construction, Inc., in the amount of \$93,000.

At their February 3, 2011 meeting, the Board of Education approved CO No. 1 for \$1,320.00.

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

Original Contract Amount:	\$93,000.00
Previous Change Order No. 01:	\$1,320.00
Current Contract Amount:	\$94,320.00
Change Order No. 02 (credit):	(\$5,000.00)
Revised Contract Amount:	\$89,320.00
Original Contract Duration	60 days
Previous Change Orders:	+0 days
Current Contract Duration:	60 days
Change Order No. 2:	+0 days
Revised Contract Duration:	60 days

(Continued on next page)

The change order breakdown is summarized as below:

1. Unforeseen Changes	\$0.00
2. Required Additional Scope	\$0.00
3. District Directive	\$0.00
4. Credit	(\$5,000.00)
Change Order No. 02:	(\$5,000.00)

Change Order 02 includes the following:

7. PCO No. 02: Allowance not Used	(\$5,000.00)
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A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: ACCEPT WORK AS COMPLETED (REVISED) FOR BID # 10.28.BB-03-112987
– LINCOLN MIDDLE SCHOOL RELOCATABLES (PACKAGE 1A) FIRE WATER
MAIN PROJECT – BLOIS CONSTRUCTION, INC. – MEASURE BB

RECOMMENDATION NO. A.20

It is recommended that the Board of Education accept as completed all work contracted for Bid #10.28.BB-03-112987, Lincoln Middle School – Relocatables Pkg. 1A Fire Water Main Project, to Blois Construction, Inc. with the revised final contract amount of \$89,320.

Funding Information

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Number: 82-00000-0-00000-85000-6200-012-2600
Description: Construction Services
DSA #: 03-112987

Description: Building Improvement

COMMENTS: The contract with Blois Construction, Inc. Bid #10.28.BB-03-112987, Lincoln Middle School – Relocatables Pkg. 1A Fire Water Main Project, has been completed. In order to facilitate the release of the retention being held by the District, a Notice of Completion must be filed for thirty-five (35) days with the County of Los Angeles pending approval by the Board of Education.

Substantial Completion was established as of February 7, 2011.

At their March 3, 2011 meeting, the Board of Education accepted as completed for this contract for a final contract amount of \$94,320. In a separate item, Change Order No. 2 to Blois Construction is recommended for approval to return a credit of \$5,000 for an unused allowance that was part of the original contract.

The final contract amount for work as completed is revised to the following:

Original Contract Amount:	\$93,000.00
Change Order No 1 (BOE approved 02/03/2011):	1,320.00
Change Order No 2 (credit): (A.19)	(5,000.00)
Total Contract Amount:	\$89,320.00

A Friday memorandum will accompany this item.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/10

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: RATIFY AWARD OF BID #10.33.BB-03-113031 – LINCOLN MIDDLE SCHOOL
MODERNIZATION OF BUILDING E (PACKAGE 1B) PROJECT – LOWEST
RESPONSIVE, RESPONSIBLE BIDDER – MEASURE BB

RECOMMENDATION NO. A.21

It is recommended that the Board of Education ratify the award of Bid #10.33.BB-03-113031, Lincoln Middle School – Modernization of Building E (Package 1B) Project, to Icon West, Inc., the lowest responsive responsible bidder, in the amount of \$1,775,000.

Funding Information

Budgeted: Yes
Fund: 82
Source: Building Fund
Account Number: 82-00000-0-00000-85000-6200-012-2600
Description: Construction Services
DSA #: 03-113031

COMMENTS: On March 17, 2011, the Board of Education approved the award of bid number 10.33.BB-03-113031 to the lowest responsible responsive bidder for a not to exceed amount of \$2,200,000 (Item A.13).

The bidding opportunity for the Lincoln Middle School – Modernization of Building E (Package 1B) project was advertised in the Santa Monica Daily Press and The Daily Breeze on 02/01/2011 and 02/08/2011; bid solicitations were emailed and fax blasted and published in The Bluebook of Construction and McGraw Hill Dodge Report. Direct invitations were solicited to multiple local and non-local contractors. Forty-nine (49) contractors attended the mandatory job walk held on February 10, 2011. Pre-Qualifications were received from twenty-six (26) contractors on 02/22/11. Twenty (20) contractors were determined to be prequalified.

Thirteen (13) contractors submitted bids, as follows, on March 8, 2011:

1.	Icon West, Inc.	\$1,775,000
2.	Alfa 26 Construction	\$1,888,400
3.	PacWest Corp	\$1,927,000
4.	Axis Construction	\$1,980,998
5.	Minco Construction	\$1,996,000
6.	Sinanian Development	\$2,004,500
7.	Swinerton Builders	\$2,049,000
8.	H.A. Nichols	\$2,089,000
9.	CWS Systems	\$2,118,500
10.	H.C. Olsen	\$2,350,782
11.	Shefir Construction	\$2,549,000
12.	NSA Construction	\$2,798,000
13.	Moment Construction	\$2,837,000

(Continued on next page)

An apparent low bidder meeting was held on March 16, 2011, with Icon West, Inc. to review their bid and confirm scope. It was determined by staff that the project scope is as intended at the job walk and that all prevailing labor rates will be adhered to. District staff completed their evaluation of the bids and determined that the lowest responsible responsive bidder is Icon West, Inc. As the bid was under the Board awarded amount of \$2,200,000 and to ensure that the work will begin during spring break, a Notice of Award was issued to Icon West, Inc. on March 28, 2011. Their bid is in the amount of \$1,775,000.

This item was presented to the Measure BB Advisory Committee at their March 21, 2011, meeting; they voted to recommend to the BOE that the contract be ratified. A previously distributed Friday memo dated March 11, 2011, is related to this Board Item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: CONTRACT AMENDMENT #18 FOR REVISIONS TO COMPLETED GEOLOGY REPORTS – MALIBU HIGH SCHOOL, CAMPUS IMPROVEMENT PROJECT – LEIGHTON CONSULTING, INC. – MEASURE BB

RECOMMENDATION NO. A.22

It is recommended that the Board of Education approve Contract Amendment #18 to Leighton Consulting, Inc. for geological engineering services for Malibu High School, Campus Improvement Project in the amount of \$3,000, for a total contract amount of \$228,566, Measure BB projects.

Funding Information

Budgeted: Yes

Fund: 21

Source: State School Building Fund

Account Number: 21-00000-0-00000-85000-5802-010-2600

Description: Environmental Tests, Geotechnical and Soils

COMMENTS: Leighton has completed the geotechnical reports for the Malibu project as required in their contract. The reports have been approved by the California Geological Survey CGS) as required by the Division of the State Architect (DSA). Due to the High School's location within both the Coastal Zone and the City of Malibu's Local Coastal Plan (LCP), the project requires a Coastal Development Permit (CDP). The CDP geology reports are part of the CDP submittal.

The City has asked for some revisions to the completed geology reports, and we have not been able to convince them that the reports are complete and adequate as they are. This contract amendment is for additional services to Leighton to make the revisions requested by the City, and avoid delay in the approval of the CDP.

This Contract Amendment for the Malibu High School, Campus Improvement Project is in the amount of \$3,000, for a revised total contract amount of \$228,566. The project's available Geotechnical and Soils budget is adequate to fund this contract amendment. A previous action item to Leighton in this Board Agenda is included in the revised total contract amount listed in this action item.

(Continued on next page)

CONTRACT AMENDMENT #1 (Edison)	\$19,000
CONTRACT AMENDMENT #2 (Edison)	5,000
CONTRACT AMENDMENT #3 (Edison)	7,000
CONTRACT AMENDMENT #4 (Edison)	5,000
CONTRACT AMENDMENT #5 (Malibu)	50,500
CONTRACT AMENDMENT #6 (Malibu)	3,000
CONTRACT AMENDMENT #7 (Webster)	9,400
CONTRACT AMENDMENT #8 (Malibu)	12,400
CONTRACT AMENDMENT #9 (Olympic)	21,600
CONTRACT AMENDMENT #10 (Olympic)	3,000
CONTRACT AMENDMENT #11 (Olympic)	1,300
CONTRACT AMENDMENT #12 (Rogers)	1,500
CONTRACT AMENDMENT #13 (JAMS Pkg. lot)	4,500
CONTRACT AMENDMENT #14 (Grant Main Entry)	5,010
CONTRACT AMENDMENT #15 (JAMS Parking Lot)	10,700
CONTRACT AMENDMENT #16 (JAMS Parking Lot)	5,000
CONTRACT AMENDMENT #17 (JAMS New Construction & Mod. Pkg. 2B) (A.13)	61,656
<u>CONTRACT AMENDMENT #18 (Malibu HS EIR)</u>	<u>\$3,000</u>
TOTAL:	\$228,566

A Friday memorandum will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: CONTRACT AMENDMENT #10 FOR REVISIONS TO THE BIOLOGICAL ASSESSMENT REPORT, IN SUPPORT OF THE CDP AND EIR FOR THE MALIBU MIDDLE SCHOOL AND HIGH SCHOOL CAMPUS IMPROVEMENT PROJECT – GLENN LUKOS ASSOCIATES – MEASURE BB

RECOMMENDATION NO. A.23

It is recommended that the Board of Education approve contract amendment #10 to Glenn Lukos Associates for biological consulting services for Malibu High School, Campus Improvement Project in the amount of \$3,500, for a revised contract amount of \$77,750.

Funding Information:

Budgeted: Yes

Fund: 21

Source: Deferred Maintenance

Account Number: 21-00000-0-00000-85000-5802-010-2600

Description: Entitlement Services, CEQA Consultants

COMMENTS: Glen Lukos Associates has completed their biological assessment and report to support the Coastal Development Permit (CDP) and the Environmental Impact Report (EIR) to the District's satisfaction in accordance with their completed contract and amendments. The City of Malibu, as the Responsible Agency, has reviewed the biology report and requested some revisions to the report. This contract amendment will compensate Glen Lucos Associates for making those changes and issuing a revised report.

This contract amendment in the amount of \$3,500 will revise the total contract to \$77,750. The remaining CEQA Consultant budget is sufficient for this contract amendment.

Original Contract Amount:(Landscape Review)	\$16,000
Contract Amendment #1: (Bio Review)	11,800
Contract Amendment #2: (Lighting Study)	6,280
Contract Amendment #3: (ESHA, Pub Support)	8,970
Contract Amendment #4: (Owl Survey)	5,050
Contract Amendment #5: (Raptor Survey)	9,500
Contract Amendment #6: (Football lighting)	2,260
Contract Amendment #7 (Malibu MS HS)	2,000
Contract Amendment #8 (Football lighting)	6,480
Contract Amendment #9 (Biological Assessment)	5,910
<u>Contract Amendment #10 (Biological Assessment)</u>	<u>3,500</u>
Total Contract Amount:	\$77,750

A Friday memorandum will accompany this item.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: CONTRACT AMENDMENT #22 FOR SOIL REMEDIATION BIDDING
DOCUMENT PREPARATION AT MALIBU HIGH SCHOOL CAMPUS
IMPROVEMENT PROJECT – ARCADIS – MEASURE BB

RECOMMENDATION NO. A.24

It is recommended that the Board of Education approve Contract Amendment #22 to Arcadis U.S., Inc. in the amount of \$5,000 for a total contract amount of \$631,774.

Funding Information:

Budgeted: Yes

Fund: 21

Source: State School Building Fund

Account Number: 21-00000-0-00000-85000-5802-010-2600

Project: Malibu HS, Soil Remediation Project

Description: Entitlement Services, Site Environmentalist

COMMENTS: In preparation for the Measure BB projects at Malibu High School, approximately 1,200 cubic yards of soil must be remediated at the site. This contract amendment will compensate Arcadis for the preparation of the technical portions of the contract documents and to provide support during the bidding and assist with analysis of the bids.

This Contract Amendment #22 is in the amount of \$5,000 for a revised contract amount of \$631,774.

A previous action item to Arcadis in this Board Agenda is included in the revised total contract amount listed in this action item.

(Continued on next page)

ORIGINAL CONTRACT AMOUNT	54,300
Contract Amendment #1 (Pipe Risk Eval.,ELA)	26,686
Contract Amendment #2 (Env. Assessment, Lincoln)	50,879
Contract Amendment #3 (Env. Assessment, 4 sites)	162,335
Contract Amendment #4 (Pipe Risk Phase 2, ELA)	32,392
Contract Amendment #5 (Contract Extension)	0
Contract Amendment #6 (Malibu, SAMOHI)	4,200
Contract Amendment #7 (Pipe Risk Stage 2, SAMOHI)	6,770
Contract Amendment #8 (Removal Action Plan,ELA)	21,010
Contract Amendment #9 (Sampling Lincoln)	16,808
Contract Amendment #10 (Sampling Adams)	21,608
Contract Amendment #11 (sampling RAW Adams)	31,970
Contract Amendment #12 (samp. RAW Lincoln)	25,320
Contract Amendment #13 (Revised Phase 1, Malibu)	860
Contract Amendment #14 (Edison, RAW, Bid assist)	5,850
Contract Amendment #15 (Edison, RAW, Monitoring) (not approved)	0
Contract Amendment #16 (Adams, RAW, Bid assist, monitoring)	5,000
Contract Amendment #17 (Lincoln, RAW, Bid assist, monitoring)	3,800
Contract Amendment #18 (Malibu, sampling, RAW)	34,870
Contract Amendment #19 (Adams, add'l sampling)	8,550
Contract Amendment #20 (Edison, Virginia Ave., Remed. Monitoring)	69,555
Contract Amendment #21 (Adams, Pkg. 2b, Remed. Monitoring) (A.15)	44,011
Contract Amendment #22 (Malibu HS, Bid Docs.)	\$5,000
TOTAL CONTRACT AMOUNT	\$631,774

A Friday Memo will accompany this item

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: CONTRACT AMENDMENT #16 FOR ENVIRONMENTAL TESTING,
MONITORING, AND REPORTING SERVICES FOR MALIBU HIGH SCHOOL
CAMPUS IMPROVEMENT, FIRE ALARM PROJECT – ATC ASSOCIATES –
MEASURE BB

RECOMMENDATION NO. A.25

It is recommended that the Board of Education approve ATC Associates Contract Amendment #16 to monitor the work of the construction of the Malibu High School, Campus-Wide Fire Alarm Replacement Project, in the amount of \$17,260 for a total Contract amount of \$293,838.

Funding Information

Budgeted: Yes

Fund: 21

Source: State School Building Fund

Account Number: 21-00000-0-00000-85000-5802-010-2600

Projects: Modernization (1B)

Description: Soft Costs, Environmental Tests, Hazardous Materials

COMMENTS: For any project that will disturb materials that have been identified to contain hazardous materials (e.g. asbestos and lead paint), the work should be monitored by a third party firm hired by the District.

The monitoring will include verification of proper certification of workers, implementation of best practices, air testing, laboratory services and similar services required to insure the safety of the students and staff at the project site. The consultant shall also insure that all work, transportation and disposal of hazardous materials is done in compliance of state and federal regulations.

ATC Associates Contract Amendment #16 is to provide environmental consulting services to monitor the work of the construction of the Malibu High School - Campus-Wide Fire Alarm Replacement Project, for compliance with state regulations including air monitoring and laboratory services. Contract Amendment #16 is for an amount not to exceed \$17,260, for a total contract amount of \$293,838, and will be billed on an hourly basis.

There is available Hazardous Materials budget for this contract amendment.

A previous action item to ATC in this Board Agenda is included in the revised total contract amount listed in this action item.

(Continued on next page)

ORIGINAL CONTRACT AMOUNT: (Estimate)	\$	0
CONTRACT AMENDMENT #1 (8 Sites, Net Add to original estimate \$1,138)		101,138
CONTRACT AMENDMENT #2 (3 Sites)		42,647
CONTRACT AMENDMENT #3 (2508 & 2512 Virginia Ave, survey & specs)		7,010
CONTRACT AMENDMENT #4 (Webster Elem, FA project)		13,152
CONTRACT AMENDMENT #5 (Point Dume MSE, Gas/Heat project)		11,815
CONTRACT AMENDMENT #6 (2508 & 2512 Virginia, Monitoring)		4,012
CONTRACT AMENDMENT #7 (Grant ES, Entry Reconfiguration)		3,501
CONTRACT AMENDMENT #8 (Cabrillo ES, Fence & Gate)	\$3,501	2,714
CONTRACT AMENDMENT #9 (Olympic HS, Landscape)		1,535
CONTRACT AMENDMENT #10 (Rogers, Pre-school Relos)		5,284
CONTRACT AMENDMENT #11 (John Adams, New Constr. & Mod.)		4,990
CONTRACT AMENDMENT #12 (Lincoln, Mod & Classroom Bldg.)		4,310
CONTRACT AMENDMENT #13 (Secondary Classroom Tech Proj.)		12,100
CONTRACT AMENDMENT #14 (Lincoln, Modernization Project)		18,840
CONTRACT AMENDMENT #15 (Adams, New Constr. Mod. 2b) (A.17)		43,590
CONTRACT AMENDMENT #16 (Malibu Fire Alarm Project)		17,260
TOTAL CONTRACT AMOUNT:		\$ \$293,838

A Friday Memo will accompany this item.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: CONTRACT AMENDMENT #1 FOR ENGINEERING SERVICES FOR DSA
CERTIFICATION OF PRIOR DSA APPLICATION AT MALIBU MIDDLE AND
HIGH SCHOOL – TMAD TAYLOR & GAINES – MEASURE BB

RECOMMENDATION NO. A.26

It is recommended that the Board of Education approve contract amendment #1 with TMAD TAYLOR & GAINES (TTG) to provide engineering services for preparation of a Testing and Inspection Program as related to close-out without certification of a prior DSA application at Malibu Middle and High School, in an amount of \$6,820, for a total contract amount of \$15,710.

Funding Information

Budgeted: Yes

Fund: 21

Source: Building Fund

Account Number: 21-00000-0-00000-85000-5802-010-2600

Description: Consultant Services

COMMENTS: The Division of State Architect is mandating that all previous applications on a project scope area be certified before new approval is issued. It has been determined that Malibu Middle and High School has a prior application on file with DSA (A# 03-59245) which has been closed without certification. TTG has been asked to study the existing conditions, prepare recommendations and necessary documents.

The certification of prior DSA application at the Malibu Middle and High School was not initially anticipated in the project and not included in the original Measure BB project scope.

This TTG Contract, for \$6,820, is for engineering services for preparation and DSA approval of a Testing and Inspection Program as related to close-out without certification of a prior DSA application at the Malibu MHS. The total contract amount will be \$15,710.

ORIGINAL CONTRACT AMOUNT (Franklin ES A#03-59179)	\$8,890
Contract Amendment #1 (Malibu MHS A# 03-59245)	6,820
TOTAL CONTRACT AMOUNT	\$15,710

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART SAM

RE: CONTRACT AMENDMENT #28 FOR ADDITIONAL ARCHITECTURAL SERVICES FOR WEBSTER ELEMENTARY SCHOOL, DROP-OFF AND PARKING LOT PROJECT – HMC ARCHITECTS – MEASURE BB

RECOMMENDATION NO. A.27

It is recommended that the Board of Education approve Contract Amendment #28 to HMC Architects, to provide additional architectural and engineering services for revisions to the original design, additional design scope, accessibility design and review meetings with the Division of the State Architect (DSA) and preparation of a Coastal Development Permit. Contract Amendment No. 28 is in the amount of \$73,280. The revised total contract amount will be \$6,485,987.

Funding Information

Budgeted: Yes

Fund: 21

Source: Building Fund

Account Number: 21-00000-0-00000-85000-5802-010-2600

Description: Consultant Services

COMMENTS: This contract amendment covers additional services that were not part of the original scope of Contract Amendment No. 7 for the Webster Elementary School Parking and Drop-Off project. Contract amendment No. 7 was approved by the Board of Education on January 15, 2009.

The project was delayed while a resolution to potential additional scope and costs to meet accessibility requirements that were not part of the original scope of work. The code driven accessibility issues were identified after the Design Development phase of the original design scope was completed. HMC worked with DSA to find a favorable resolution to that issue. This contract amendment covers the additional scope necessary to complete the design of the project and met the original goals of the project.

This contract amendment includes the following additional services:

- Program level drawings of the accessibility solutions and meetings with DSA to resolve those issues.
- Revisions to the design in lower parking lot, lower drop off area, front parking, front drop-off area, new retaining wall, and additional landscaping.
- Renderings of the revised design.
- Preparation of a complete Coastal Development Permit for the project.

Contract Amendment number 28, in the amount of \$73,280, includes \$5,000 for reimbursable expenses. The revised total contract amount will be \$6,485,987.

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 MHS)	83,090
CONTRACT AMENDMENT #27 (Cabrillo fencing and gate revisions)	7,065
CONTRACT AMENDMENT #28 (Webster, Parking and Drop-Off)	73,280
TOTAL CONTRACT AMOUNT:	\$6,485,987

A Friday memorandum will accompany this item

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / DEBRA MOORE WASHINGTON

RE: CERTIFICATED PERSONNEL – Elections, Separations

RECOMMENDATION NO. A.28

Unless otherwise noted, all items are included in the 2010/2011 approved budget.

ADDITIONAL ASSIGNMENTS

ADAMS MIDDLE SCHOOL

Saling, David	1.75 hrs @\$40.46	3/16/11	<u>Est Hrly/\$71</u>
TOTAL ESTABLISHED HOURLY			\$71

Comment: Proctor District Writing Assessment Make-Up Exams
01-Tier III Programs Cat Flex

CHILD DEVELOPMENT SERVICES

Cerrato, Wendy	16 hrs @\$29.77	4/11/11-4/22/11	Own Hrly/\$ 476
Drymon, Cheryl	16 hrs @\$35.84	4/11/11-4/22/11	Own Hrly/\$ 573
Dunn, Glenda	64 hrs @\$38.75	4/11/11-4/22/11	Own Hrly/\$2,480
Patton, Roxanna	16 hrs @\$33.91	4/11/11-4/22/11	Own Hrly/\$ 543
TOTAL OWN HOURLY			\$4,072

Comment: Spring Break Assignment – Lead Teacher
12-CSPP

Barba, Yesenia	64 hrs @\$25.89	4/11/11-4/22/11	Own Hrly/\$1,657
Cerrato, Wendy	48 hrs @\$25.89	4/11/11-4/22/11	Own Hrly/\$1,243
Conway, Kenyatta	64 hrs @\$23.02	4/11/11-4/22/11	Own Hrly/\$1,473
Cueva, Leo	64 hrs @\$20.51	4/11/11-4/22/11	Own Hrly/\$1,313
Daanish, Daaim	64 hrs @\$21.95	4/11/11-4/22/11	Own Hrly/\$1,405
Drymon, Cheryl	48 hrs @\$31.17	4/11/11-4/22/11	Own Hrly/\$1,496
Gonzalez, Yolanda	64 hrs @\$29.49	4/11/11-4/22/11	Own Hrly/\$1,887
Herberg, Joan	64 hrs @\$31.68	4/11/11-4/22/11	Own Hrly/\$2,028
Jaye, Susan	48 hrs @\$31.17	4/11/11-4/22/11	Own Hrly/\$1,496
Justis, Vicki	48 hrs @\$33.33	4/11/11-4/22/11	Own Hrly/\$1,600
Lockwood, Silvia	64 hrs @\$26.61	4/11/11-4/22/11	Own Hrly/\$1,703
Miranda, Candice	64 hrs @\$22.69	4/11/11-4/22/11	Own Hrly/\$1,452
Montelongo, Angie	64 hrs @\$22.79	4/11/11-4/22/11	Own Hrly/\$1,459
Patton, Roxanna	48 hrs @\$29.49	4/11/11-4/22/11	Own Hrly/\$1,416
Ramirez, Laura	64 hrs @\$25.53	4/11/11-4/22/11	Own Hrly/\$1,634
Sanchez-Aviles, Johanna	64 hrs @\$25.93	4/11/11-4/22/11	Own Hrly/\$1,659
Smith, LaTonya	64 hrs @\$23.02	4/11/11-4/22/11	Own Hrly/\$1,473
TOTAL OWN HOURLY			\$26,394

Comment: Spring Break Assignment
12-CSPP

EDISON ELEMENTARY SCHOOL

Tejeda, Karina	\$40.46, as needed	3/10/11-6/10/11	<u>Est Hrly/\$----</u>
TOTAL ESTABLISHED HOURLY			\$----

Comment: Read 180 Intervention Substitute
01-Gifts – Equity Fund

EDUCATIONAL SERVICES

Baltrushes, Susan	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Beltran, Susan	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Boxer, Lorissa	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Chen, Lilian	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Dunn, Margo	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Flohr, Elizabeth	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61

Herrera, Mayra	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Holland, Kurt	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Hutchinson, Cathy	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Hwang, Genie	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Kay, Benjamin	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Lipson, Jenny	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Mugalian, Tamara	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
O'Brien, Marianna	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Posey, Steve	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Rowland, Christine	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Sherman, Laura	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Takashima, Iris	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Thobe, Christine	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Utzing, Sara	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Ware, Andrea	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Witt, Carl	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
Wyse, Chrysta	1.5 hrs @\$40.46	2/23/11-2/24/11	Est Hrly/\$61
TOTAL ESTABLISHED HOURLY			\$1,403

Comment: Education in the Environment Teacher Orientation
01-IASA: Title II Teacher Quality

Jordan, Nancy	6.5 hrs @\$40.46	2/9/11-3/2/11	Est Hrly/\$263
Mehring, Patti	6.5 hrs @\$40.46	2/9/11-3/2/11	Est Hrly/\$263
Thorne, Laurel	8.0 hrs @\$40.46	2/9/11-3/2/11	Est Hrly/\$324
TOTAL ESTABLISHED HOURLY			\$850

Comment: Academic Conference Lesson Planning
01-RGK Foundation

LINCOLN MIDDLE SCHOOL

Hoffman, Beth	2 hrs @\$40.46	3/1/11	Est Hrly/\$81
Preuss, Jennifer	2 hrs @\$40.46	3/1/11	Est Hrly/\$81
Vieira, Ron	2 hrs @\$40.46	3/1/11	Est Hrly/\$81
TOTAL ESTABLISHED HOURLY			\$243

Comment: 5th-6th Grade Transition Presentation
01-Gifts – Equity Fund

Diamond, Renee	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Hoffman, Beth	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Marcos, Eric	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Moe, Eric	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Moe, Rose	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
O'Brien, Marianna	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Oseguera, Christian	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Pham, Vy	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Seymour, Robert	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
Utzing, Sara	3 hrs @\$40.46	3/10/11	Est Hrly/\$121
TOTAL ESTABLISHED HOURLY			\$1,210

Comment: Math Night
01-Reimbursed by PTA

Urtz, Markelle	1.5 hrs @\$40.46	2/24/11	Est Hrly/\$61
TOTAL ESTABLISHED HOURLY			\$61

Comment: ELAC Meeting Presentation
01-Tier III Programs Cat Flex

PT DUME ELEMENTARY SCHOOL

Mackey, Tammy	12 hrs @\$40.46	3/15/11-5/3/11	Est Hrly/\$486
TOTAL ESTABLISHED HOURLY			\$486

Comment: Math Intervention
01-Gifts – Equity Fund

SANTA MONICA HIGH SCHOOL

Contreras, Luis	3.0 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$121
Cruce, Marae	1.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$ 61
Doughty, Lindsay	3.0 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$121
Dreier, Holly	1.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$ 61
Dunn, Pat	2.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$101
Eamnarangkool, Paul	1.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$ 61
Gaynor, Susan	1.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$ 61
Luong, Theresa	3.0 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$121
Parker, Trevor	1.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$ 61
Schlenker, Heather	1.5 hrs @\$40.46	2/7/11-2/16/11	Est Hrly/\$ 61
Tipper, Geoff	1.5 hrs @\$40.46	2/7/11-2/16/11	<u>Est Hrly/\$ 61</u>
TOTAL ESTABLISHED HOURLY			\$891

Comment: Math Department Meetings
01-Economic Impact Aid - SEC

Luong, Theresa	\$40.46, as needed	2/28/11-6/22/11	<u>Est Hrly/\$----</u>
TOTAL ESTABLISHED HOURLY			\$----

Comment: After-School Library Supervision
01-Reimbursed by PTA

Petronis, Ken	51 hrs @\$40.46	2/15/11-6/22/11	<u>Est Hrly/\$2,063</u>
TOTAL ESTABLISHED HOURLY			\$2,063

Comment: After-School Computer Lab Supervision
01-Gifts – Equity Fund

Cierre, Jorge	11 hrs @\$40.46	2/1/11-2/28/11	Est Hrly/\$445
Devincentis-Waul, Maria	11 hrs @\$40.46	2/1/11-2/28/11	<u>Est Hrly/\$445</u>
TOTAL ESTABLISHED HOURLY			\$890

Comment: Circle of Friends
01-Gifts – Equity Fund

STUDENT SERVICES

Gomez, Candelario	60 hrs @\$40.46	3/1/11-6/30/11	<u>Est Hrly/\$2,428</u>
TOTAL ESTABLISHED HOURLY			\$2,428

Comment: Additional Hours as Home Instruction Teacher
01-Unrestricted Resource

HOURLY TEACHERS**JOHN ADAMS MIDDLE SCHOOL**

Horn, Lorraine	162 hrs @\$40.46	2/24/11-6/22/11	<u>Est Hrly/\$6,555</u>
TOTAL ESTABLISHED HOURLY			\$6,555

Comment: English/Language Arts Coach
01-Gifts – Equity Fund

TOTAL ESTABLISHED HOURLY, AND OWN HOURLY = \$ 47,617

ELECTIONS

SUBSTITUTE TEACHERS

Effective

PREFERRED SUBSTITUTES

(@\$162.00 Daily Rate)

Bromberg, James	3/8/11
Milnich, Mark	3/15/11
Threlkeld, Janice	2/18/11
Williams, Robert	2/28/11

CHILD DEVELOPMENT SERVICES

(@\$16.19 Hourly Rate)

Landgraff, Heidi	3/1/11-6/22/11
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CHANGE IN ASSIGNMENT

Effective

Martin, Laurie	3/1/11-6/30/11
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Muir Elementary/Speech/Lang Pathologist

From: 100%

To: 40%

LEAVE OF ABSENCE (with pay)

Name/Location

Effective

Forrer, Brooke Santa Monica HS	3/15/11-5/2/11 [maternity]
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Haenschke, Kristine Santa Monica HS	3/2/11-6/22/11 [medical]
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Lockwood, Silvia Child Develop Svcs	3/21/11-4/11/11 [maternity]
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Munoz Ortiz, Jessica Child Develop Svcs	3/5/11-4/30/11 [medical]
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Sanchez-Aviles, Johanna Child Develop Svcs	3/18/11-4/8/11 [medical]
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LEAVE OF ABSENCE (without pay)

Name/Location

Effective

Barba-Ortiz, Carolina Rogers Elementary	8/29/11-6/18/12 [child care]
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Forrer, Brooke Santa Monica HS	5/3/11-6/22/11 [CFRA]
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Magnuson, Ruth Santa Monica HS	8/29/11-11/30/11 [CFRA]
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Magnuson, Ruth Santa Monica HS	12/1/11-1/23/12 [child care]
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Martin, Laurie Special Education	3/1/11-6/30/11 [60% - child care]
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RESIGNATION

<u>Name/Location</u>	<u>Effective</u>
Anderson, Meredith John Adams Middle School	6/22/11
Brown, Juliann Franklin Elementary School	6/22/11
Cabel, Lauren Child Develop Svcs	3/11/11
Pedroza, Hugo Santa Monica High School	7/1/11
Prakash, Jennifer Lincoln Middle School	6/22/11

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

TO: BOARD OF EDUCATION

FROM: TIM CUNEO / WILBERT YOUNG

RE: CLASSIFIED PERSONNEL - MERIT

ACTION/CONSENT
04/06/11

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.

<u>TEMP/ADDITIONAL ASSIGNMENTS</u>	<u>EFFECTIVE DATE</u>
Barnett, Joy Malibu High School	Inst Asst – Special Ed [ADHD Training] 2/1/11-6/22/11
Bernard, Gregory Theater Operations	Inst Asst – Special Ed [overtime, as needed] 2/15/11-6/30/11
Bernard, Gregory Facility Permits	Coach Asst [overtime, as needed] 2/15/11-6/30/11
Birdsall-Kall, Nicole Malibu High School	Inst Asst – Special Ed [ADHD Training] 2/1/11-6/22/11
Braley, Christine Grant Elementary	Inst Asst – Classroom [Math Nite] 2/25/11
Cary, Wendy Malibu High School	Inst Asst – Special Ed [ADHD Training] 2/1/11-6/22/11
Cornish, Glen Educational Services	Media Services Coord [additional hours, as needed] 2/1/11-6/30/11
Cruz, Carmen Child Develop Svcs	Children Center Asst [additional hours, as needed] 2/1/11-6/22/11
Garcia-Ramirez, Carol Edison Elementary	Elementary Library Coord [Leadership Team Mentor] 1/12/11-6/22/11
Langley, Gabrielle Malibu High School	Inst Asst – Special Ed [ADHD Training] 2/1/11-6/22/11
Luz-Valadez, Victoria Edison Elementary	Inst Asst – Bilingual [Leadership Team Mentor] 1/12/11-6/22/11
Miller, Karen Lincoln MS	Inst Asst – Special Ed [as needed for After School Program] 2/10/11-6/22/11
Morales, Louis Edison Elementary	Physical Activity Specialist [Leadership Team Mentor] 1/12/11-6/22/11
Paulson, Amber Grant Elementary	Inst Asst – Classroom [Math Nite] 2/25/11
Paz, Trevor Malibu High School	Inst Asst – Special Ed [ADHD Training] 2/1/11-6/22/11
Preciado, Edwin Special Education	Inst Asst – Specialized [field trip] 2/15/11

Romero, Clara Educational Svcs	Office Specialist [as needed, for special projects]	3/11/11-6/30/11
Smith, Jill Malibu High School	Inst Asst – Special Ed [ADHD Training]	2/1/11-6/22/11
Smith, Robbie McKinley Elementary	Inst Asst – Sign Language Interpreter [extra hours for field trip]	2/28/11-3/2/11
Walker, Christine Malibu High School	Inst Asst – Special Ed [ADHD Training]	2/1/11-6/22/11
Walker, Louis Santa Monica HS	Custodian [girls basketball game]	2/19/11
<u>SUBSTITUTES</u>		<u>EFFECTIVE DATE</u>
Arenas, Leyla Child Develop Svcs	Childrens Center Asst	1/25/11-6/22/11
Casey, Brittany Child Develop Svcs	Children Center Asst	1/25/11-6/22/11
Cueva, Sandra Child Develop Svcs	Children Center Asst	3/21/11-6/22/11
Edwards, Suzanne Educational Svcs	Office Specialist	3/1/11-6/30/11
Hall, Amanda Special Education	Inst Assistant – Special Ed	3/15/11-6/30/11
Hardin, Tamara Child Develop Svcs	Children Center Asst	1/25/11-6/22/11
Verarde, Lora Child Develop Svcs	Children Center Asst	1/25/11-6/22/11
Wilkinson, Gregory Personnel Commission	Inst Asst – Physical Ed	3/1/11-6/22/11
Williams, Paris Child Develop Svcs	Children Center Asst	3/9/11-6/22/11
<u>INCREASE IN ASSIGNMENT</u>		<u>EFFECTIVE DATE</u>
Manjaraz, Gaby Special Education	Inst Asst – Specialized 6.25 Hrs/SY Fr: 6 Hrs/SY	2/22/11
<u>CHANGE IN ASSIGNMENT DUE TO ACCOMODATION</u>		<u>EFFECTIVE DATE</u>
Peak, Denise Malibu High School	Library Asst I 8 Hrs/10 Mo Fr: Inst Asst – Special Ed; 6 Hrs/SY	3/7/11
<u>LEAVE OF ABSENCE (PAID)</u>		<u>EFFECTIVE DATE</u>
Cline, Christopher Maintenance	Plumber Medical	3/16/11-4/3/11
Cornejo, Ana Food Services	Cafeteria Worker I Medical	3/10/11-3/31/11
De Almeida, Suzanne Lincoln Middle School	Inst Asst – Special Ed Medical	2/28/11-3/4/11

Duncan, Cheryl Child Develop Svcs	Children Center Asst Medical	2/16/11-5/26/11
Jeong, Kim Special Education	Occupational Therapist Maternity	4/25/11-6/22/11
Younan, Julie Personnel Comm	Human Resource Tech Medical	3/3/11-3/20/11
<u>WORKING OUT OF CLASS</u>		<u>EFFECTIVE DATE</u>
Donovan, Marc Maintenance	Glazier Fr: Skilled Maintenance Worker	3/19/11-5/3/11
Mares, Joe Maintenance	Skilled Maintenance Worker Fr: Equipment Operator	3/17/11-6/30/11
Parker, Stephen Maintenance	Plumber Fr: Skilled Maintenance Worker	3/17/11-6/30/11
Villa, Alejandro Maintenance	Skilled Maintenance Worker Fr: Utility Worker	3/19/11-5/3/11
<u>ABOLISHMENT OF POSITION</u>		<u>EFFECTIVE DATE</u>
	Inst Asst – Special Ed 6 Hrs/SY; Grant Elementary	2/15/11
<u>SUSPENSION WITHOUT PAY</u>		<u>EFFECTIVE DATE</u>
NDO687668 Maintenance/Operations		5/2/11-5/5/11
<u>DISQUALIFICATION FROM PROBATION</u>		<u>EFFECTIVE DATE</u>
FG5012360	Administrative Asst	3/24/11
<u>RESIGNATION</u>		<u>EFFECTIVE DATE</u>
Malik, Richa Franklin Elementary	Inst Asst – Special Ed	3/16/11
<u>RETIREMENT</u>		<u>EFFECTIVE DATE</u>
Escalera, Rosalie Edison Elementary	Inst Asst – Bilingual	6/22/11
Hampton, Dewey Purchasing	Reprographics Operator	3/31/11

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

TO: BOARD OF EDUCATION

FROM: TIM CUNEO / WILBERT YOUNG

RE: CLASSIFIED PERSONNEL – NON-MERIT

ACTION/CONSENT
04/06/11

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.

COACHING ASSISTANT

CARY, WENDY	MALIBU HIGH SCHOOL	3/4/11-6/30/11
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NOON SUPERVISION AIDE

MARROQUIN, ROBERTO	MCKINLEY ELEMENTARY	3/10/11-6/22/11
WEAVER, KENNETH	JOHN ADAMS MS	2/28/11-6/22/11

TECHNICAL SPECIALIST – LEVEL II

CASS, KATHY	ROOSEVELT ELEMENTARY [Dance Instruction] - Funding: Reimbursed by PTA	3/7/11-6/22/11
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TECHNICAL SPECIALIST – LEVEL III

BAUER, ALISHA	ED SVCS/SANTA MONICA HS [Orchestra Coach - Substitute] - Funding: Santa Monica Arts Parents Assoc	3/9/11-6/22/11
DEMERY, STEPHANIE	ROOSEVELT ELEMENTARY [Social Skills Instruction] - Funding: Tier III Programs Cat Flex	3/1/11-6/22/11

STUDENT WORKER – WORKABILITY

BLANKENSHIP, BRYAN	SPECIAL EDUCATION	3/1/11-6/30/14
COTT, RACHEL	SPECIAL EDUCATION	2/15/11-6/30/14
DAVIDSON, CONNOR	SPECIAL EDUCATION	2/19/11-6/30/12
DE LUNA, JAMES	SPECIAL EDUCATION	2/1/11-6/30/11
FRANCO, JOSEDUARDO	SPECIAL EDUCATION	11/30/10-6/30/14
FRIEDENBERG, GINA	SPECIAL EDUCATION	2/1/11-6/30/14
KATZ, MICHELLE	SPECIAL EDUCATION	2/17/11-6/30/14
LOGSDON, DENISE	SPECIAL EDUCATION	2/17/11-6/30/14
TAPIA, MATTHEW	SPECIAL EDUCATION	2/17/11-6/30/14
VALDEZ, JORGE	SPECIAL EDUCATION	2/10/11-6/30/14

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / DEBRA MOORE WASHINGTON

RE: APPROVAL OF TEACHING ASSIGNMENTS PURSUANT TO EDUCATION
CODE

RECOMMENDATION NO. A.31

It is recommended that the Board of Education approve the following teaching assignments for the 2010-2011 school year in accordance with the education code provisions specified. The teachers listed below meet the criteria to teach outside their credential authorization pursuant to the various Education Code Sections and have given their consent to the assignment.

EDUCATION CODE #44256(b):

<u>Teacher/Site</u>	<u>Current Assignment</u>
Kristin Jurewicz, Adams	8 th grade Science

Comment: Allows Multiple Subject credential holders to teach a departmentalized class below grade 9 if they have 12 overall or 6 upper division semester units in the subject to be taught.

EDUCATION CODE #44258.2:

<u>Teacher/Site</u>	<u>Current Assignment</u>
Daniel Brown, Adams	8 th grade Science

Comment: Allows Single Subject credential holders to teach a departmentalized class (outside their credential authorization) grades 5-8 if they have 12 overall or 6 upper division semester units in the subject to be taught.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / DEBRA MOORE WASHINGTON

RE: ESTABLISHMENT OF NEW CLASSIFICATION – LICENSED VOCATIONAL NURSE (LVN)

RECOMMENDATION NO. A.32

It is recommended that the Board of Education consider the establishment of the new classification of Licensed Vocational Nurse (LVN).

COMMENTS: This item first came forward for discussion at the February 17, 2011, board meeting. During that discussion, the board requested that this item return for action at the next meeting. Following board action, the Personnel Commission will classify the position, set minimum qualifications, and designate the appropriate salary placement.

Upon establishment of the LVN classification, the district will be able to include the position in future planning for health services.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
Department of Human Resources

CLASSIFIED JOB DESCRIPTION
LICENSED VOCATIONAL NURSE

DEFINITION:

Reporting to the Director of Student Services and under the supervision of the District/Credentialed School Nurse, the Licensed Vocational Nurse (LVN) performs required duties such as monitoring seizures, administering injections, assisting with student's personal hygiene, issuing instructional assistance as stipulated, providing first aid and emergency health assistance to students, and assisting with updating and maintaining student health records. The LVN provides assistance in appropriate aspects of the duties and responsibilities of the District/Credentialed School Nurse for the benefit of the school health program. It is important to note that, as defined above, the supervision does not necessarily require the immediate presence of the "supervisor" at all times.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished from other classified positions in that it is a health services position working under the direction of a credentialed health services provider. Employee is licensed and has knowledge of first aid and emergency assistance skills, state-required health screenings and procedures required for common medical conditions. The employee performs or assists credentialed medical/nursing personnel with basic care, protocols and specialized physical health services for students with exceptional needs, which may include: catheterization, gastric tube feeding, oral suctioning, ostomy care, tracheostomy suctioning, blood sugar testing, insulin administration, operating specialized medical equipment, wound care, administering injections, and other procedures stipulated in Individual Health Service Plan ("IHSP").

TYPICAL DUTIES:

- Provides first aid services, temperature readings and emergency assistance to school children and others who are hurt or become ill at school
- Performs tube feedings, urinary catheterizations and other delegated procedures after training and completing a skills checklist as provided and monitored by District/Credentialed School Nurse
- Assists students with physical care activities of daily living, including toileting, changing diapers, transfers in and out of wheelchair, feeding and mobility, as needed
- Assists a Credentialed School Nurse with state-required vision, hearing and scoliosis health screenings; also performs and/or assists with dental screenings and height and weight measurements
- Records health screening results on the student health record in a timely manner
- Keeps accurate records of referrals and outcomes of referrals as requested by the Principal or by the District/Credentialed School Nurse
- Assists in completing referrals, informs parents of the need for referral and monitors results of referrals on student health record, as requested by the District/Credentialed School Nurse
- Consults with District/Certificated School Nurse and follows District guidelines if unsure about procedures or emergency situations
- Maintains confidentiality of all health procedures regarding student health
- Supports health and safe environment, hand washing, head lice screening, and other health-related matters as needed
- Documents services rendered in the health record and medication logs

- Administers prescribed medications according to physician's instructions and training from a Credentialed School Nurse
- Contacts parents, paramedics and professional medical personnel as required
- Maintains related records and documents in consultation with a Credentialed School Nurse
- Assists school administration in planning for compliance with communicable disease immunization laws or the control of communicable diseases
- Assists in performing a variety of activities pertinent to training, and tutoring in order to inculcate habits, knowledge and skills in students and instructional staff, including CPR training for staff members
- Performs other duties as assigned.

QUALIFICATIONS:

Knowledge of:

1. Medical procedures such as monitoring seizures, administering injections;
2. Child development and guidance principles and practices, especially as they relate to students;
3. Behavior of emotionally-disturbed students;
4. Child Abuse reporting requirements and procedures;
5. Basic record-keeping techniques;
6. Modern office procedures and equipment;
7. Health problems of school children;
8. First aid procedures and practices and cardiopulmonary resuscitation (CPR) techniques, including Automatic External Defibrillator (AED);
9. Knowledge of current emergency medical resources available in the community;
10. Safe practices in classroom and playground activities;
11. Basic computer applications, including data entry and word processing.

Ability to:

1. Learn appropriate health-related techniques in administering injections or other procedures outlined in the IHSP;
2. Learn to monitor student(s) health status and health related issues, including diabetic care, and seizure monitoring
3. Compile and maintain accurate and complete student health records;
4. Provide first aid and emergency assistance as needed;
5. Inject insulin or assist student with self-injection;
6. Demonstrate a patient, understanding and receptive attitude toward children with an illness or injury;
7. Work confidentially with discretion;
8. Communicate with others regarding a variety of health-related activities or concerns;
9. Understand and follow oral and written directions;
10. Understand and apply rules, regulations, policies and procedures;
11. Establish and maintain effective working relationships with others, including interpersonal skills of tact, patience and courtesy;
12. Learn the procedures, functions and limitations of assigned duties.

EXPERIENCE AND EDUCATION:

Education:

High School Diploma

Graduation from an accredited Licensed Vocational Nurses Training Program

Experience:

Two years of experience as a Licensed Vocational Nurse in a health or hospital-related position
Experience in a public school district is desirable
Community health, pediatric or family health experience preferred

CERTIFICATIONS, LICENSES AND CONDITIONS:**Certification Requirements**

- Valid California Licensed Vocational Nurse license.
- Valid First Aid, CPR and AED Certification from the American Red Cross (ARC) or American Heart Association (AHA), within the last two years

License Requirement

Possession of a valid Class C Motor Vehicle Operator's License (as appropriate to the assignment) and access to reliable transportation to and between assigned school sites during the school day.

Condition of Employment

Insurability by the District's liability insurance carrier.

PHYSICAL REQUIREMENTS AND WORKING CONDITIONS:

- Candidates must be able to perform essential duties with or without reasonable accommodation
- Perform work which involves the frequent lifting, bending, pushing, and moving objects weighing up to 70 pounds
- Requires the mobility to stand, stoop, reach and bend. Requires mobility of arms to reach and dexterity of hands and fingers needed to operate a variety of specialized health care equipment and a computer keyboard
- Bending at the waist, kneeling or crouching to assist students
- Must be physically able to provide rapid response (less than five (5) minutes) to emergent situation anywhere on the school campus
- Exposure to contact with blood and other bodily fluids
- May be required to work with harsh and toxic substances

Updated 3/31/11

Established
Board of Education:

Approved
Personnel Commission:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / DEBRA MOORE WASHINGTON / JANECE MAEZ

RE: MEMORANDUM OF UNDERSTANDING (MOU) WITH SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) – LOCAL 99 REGARDING RETIREMENT
INCENTIVE OPTION FOR CLASSIFIED EMPLOYEES

RECOMMENDATION NO. A.33

It is recommended that the Board of Education approve a retirement incentive option for classified employees.

COMMENTS: At the conclusion of the last contract negotiations with Service Employees International Union (SEIU) – Local 99, the parties agreed to meet and confer regarding an Early Retirement Incentive for SEIU members. After five sessions the parties reached a tentative agreement to implement such a program. A Memorandum of Understanding (MOU) has been drafted that would provide a \$2,500 incentive to those eligible employees who choose to retire. This MOU is now presented to the Board of Education for approval. Upon approval, the window to apply for the incentive will open on April 7, 2011 and close on May 16, 2011. The Early Retirement Incentive program is expected to save \$40,000 to \$60,000 in the 2011-2012 school year.

Specific criteria of the Early Retirement Incentive can be found in the Memorandum of Understanding, which will be distributed to the Board of Education during Closed Session.

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

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO

RE: CONSIDER APPOINTMENT TO DISTRICT ADVISORY COMMITTEES (DACs)
AND ACCEPT MEMBER RESIGNATION

RECOMMENDATION NO. A.34

It is recommended that the Board of Education approve the appointment of Clarinda Ross Gress to the Health and Safety DAC; accept the resignation of Sheri Silverton from the Health and Safety DAC; and approve the appointment of Monte Perez to the Special Education DAC.

COMMENT: Ms. Gress would be appointed to the Health and Safety DAC for a one-year term expiring on June 30, 2011 (in order to maintain a balanced cycle of expiring memberships). Ms. Gress has been informed that while this term expires in a few months, she is welcome to reapply in July for reappointment.

Ms. Silverton submitted a letter of resignation from the Health and Safety DAC on March 17, 2011. She was appointed on July 14, 2010, to a one-year term, but indicated that scheduling conflicts have prevented her from participating in the committee.

Following this appointment and resignation, there will be fifteen members on the Health and Safety DAC. The DAC roster is as follows:

Terms Expire			
6/30/2011	6/30/2012	6/30/2013	6/30/2014
Edgar Navarro	Debbie Bernstein	Kristine Keever	Leslie Butchko
Suzanne Post	Rita Kachru	Hiep Le	Robert Forster
Sheri Silverton	Pat Nolan	Francine Lyness	Lora Morn
Clarinda Ross Gress	Idalia Rodriguez	Victoria Rueda	Nandini Rudra-Ganguly

Dr. Perez would be appointed to the Special Education DAC for a two-year term expiring on June 30, 2012 (in order to maintain a balanced cycle of expiring memberships).

Following this appointment, there will be eighteen members on the Special Education DAC. The DAC roster is as follows:

Terms Expire			
6/30/2011	6/30/2012	6/30/2013	6/30/2014
Nancy Geshky	Neal Abramson	Chris Chandler	Gina Frazier
Emily Hamilton	Tricia Crane	Meredith Hight	Lee Jones
Rodney Osburn	Olivia Karaolis	Janet McKeithen	Colette O'Connell
Clara Sturak	Claudia Landis	Debrah Shepherd	Karen Paris
Heather Zakson	Monte Perez		

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/06/11

FROM: TIM CUNEO / DEBRA WASHINGTON / MAROLYN FREEDMAN

RE: EXPULSION OF STUDENT (B/D 12/23/95)

RECOMMENDATION NO. A.35

It is recommended that the Board of Education expel student (B/D 12/23/95).

COMMENT: The Superintendent of Santa Monica-Malibu Unified School District has recommended the expulsion based on the student's violations of Education Code Sections 48900 (c), 48915(c) (3)

"Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, alcoholic beverage, or an intoxicant of any kind." Education Code 48900 (c)

"Selling a controlled substance." Education Code 48915 (c) (3)

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

MAJOR ITEMS

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ

RE: PUBLIC HEARING – MEASURE R PARCEL TAX 2011-12 ANNUAL PLAN

RECOMMENDATION NO. A.36

It is recommended that the Board of Education hold a public hearing on the matter of the Measure R parcel tax to allow for public input on whether the priority programs to be supported by Funding Measure revenues should be modified in the Proposed Annual Plan. The hearing is scheduled for April 6, 2011.

COMMENT: Proposed Annual Plan: Section 5.B., ACCOUNTABILITY, PLANNING, PUBLIC INFORMATION, AND COMPLIANCE REVIEW PROVISIONS-Annual Plan, requires that an expenditure plan shall be developed annually for the succeeding fiscal year that will recommend expenditures of the tax proceeds, consistent with the intent of the Funding Measure. It further states that “The Proposed Annual Plan shall be presented for Board action each fiscal year in conjunction with the District’s annual budget adoption process for the subsequent fiscal year. To facilitate public discussion, the Proposed Annual Plan shall be made available for public review ninety (90) calendar days prior to Board adoption of its annual budget.” The Plan is attached and has been available for public review on the District’s website and in the Office of the Superintendent since March 18, 2011.

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

Open Hearing:

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

Close Hearing:


MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

 <p>Santa Monica Malibu Schools</p> <p>Santa Monica-Malibu Unified School District</p>	<p><i>Office of Janece L. Maez, Assistant Superintendent Business and Fiscal Services Chief Financial Officer</i></p>
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TO: For Public Review
FROM: Janece L. Maez
RE: Proposed Annual Plan of Measure R Expenditures for 2011-12
DATE: March 18, 2011

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

Here is the Proposed Annual Plan of Measure R Expenditures for the 2011-12 fiscal year:

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

	2010-11 BUDGET	2011-12 PLAN
REVENUE:	10,531,064	10,710,194
EXPENDITURES:		
COST TO ADMINISTER	59,441	47,700
PHYSICAL EDUCATION	576,446	627,750
COMMUNITY SERVICES	57,502	59,494
TECHNOLOGY	1,338,484	1,366,046
ART & MUSIC PROGRAMS	1,026,235	1,091,501
LIBRARY PROGRAM	761,331	850,361
SUBTOTAL EXPENDITURES FOR MEASURE "R":	3,819,439	4,042,852
BALANCE USED TO PRESERVE PROGRAMS AND REPLACE FUNDS LOST DUE TO INADEQUATE STATE FUNDING	6,711,625	6,667,342
TOTAL BUDGET/PLAN MEASURE R	10,531,064	10,710,194

In accordance with Section 5.C-Public Comment Process, the Board shall hold a noticed public hearing on this plan no fewer than 60 calendar days before the annual budget is adopted for the subsequent fiscal year. Public notice will be published for the public hearing, to be held at the April 6, 2011 Board Meeting at the District's Administration Offices Board Room, 1651 16th Street, Santa Monica, CA 90404-3891. Section 5.C also states that no fewer than 30 days prior to the annual budget adoption, the Independent Citizens Oversight Committee will review the public hearing findings and make its recommendation to the Board.

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / MAUREEN BRADFORD

RE: APPROVAL OF 2009-10 SCHOOL ACCOUNTABILITY REPORT CARDS
(SARC) FOR ELEMENTARY, MIDDLE, AND HIGH SCHOOLS

RECOMMENDATION NO. A.37

It is recommended that the Board of Education approve the 2009 -2010 School Accountability Report Cards for the following sites:

- Edison Language Academy
- Franklin Elementary School
- Grant Elementary School
- John Muir Elementary School
- Juan Cabrillo Elementary School
- McKinley Elementary School
- Point Dume Marine Science School
- Roosevelt Elementary School
- Webster Elementary School
- Will Rogers Elementary School
- Santa Monica Alternative School House (SMASH)
- John Adams Middle School
- Lincoln Middle School
- Malibu High School
- Olympic High School
- Santa Monica High School

COMMENT: The School Accountability Report Cards (SARC) are mandated by California law and fulfill a reporting requirement of the No Child Left Behind Act of 2001. Each school's SARC must contain specific, discrete pieces of information mandated by the State of California, including test score results, demographic information, descriptions of professional development, and information about elements of Williams compliance, such as sufficiency of textbooks and facilities maintenance. Typically, school districts must post a School Accountability Report Card for the prior year (09-10) for each school in the district by February of the current school year (10-11). This year, because the state was unable to provide districts with the SARC template data in a timely manner, waivers were granted to extend the SARC deadline. Upon Board approval, the 09-10 SARCs will be posted on our website for public viewing.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ

RE: FUND 20 RETIREE BENEFITS TRANSFER AND ACCOUNTING CHANGE

RECOMMENDATION NO. A.38

It is recommended that the Board of Education approve Fund 20 Retiree Benefits Transfer in the amount of \$1,756,060.00 to Fund 67 for implementing the GASB 45 Other Postemployment Benefit (OPEB) and the accounting change as described below.

COMMENTS: The intent of GASB 45 is to require governmental employers to recognize their costs and obligation relating to postemployment benefits other than pensions. The basic approach for measuring OPEB costs is to project future cash outflows for benefits based on the substantive plan, discount those future cash flows to their present value, and allocate that present value to specific years of employee service. In other words, districts who offer post employment health benefits to retirees are required to conduct bi-annual actuarial studies and determine the liability for those benefits. Santa Monica-Malibu Unified has conducted that study in the past and is scheduled for another report as of June 30, 2011.

School districts are not legally required to fund the liability identified in their GASB 45 Actuarial Report; however, the information is used by district auditors in preparation of our annual audit report and a portion of the liability is displayed within the Government wide statement in the annual audit. SMMUSD has been in compliance with the requirements of GASB 45 since its required implementation date of 2008-09.

The purpose of this item is not intended to purpose a method to fully fund the \$21.2 million dollar Actuarial Accrued Liability as identified in the last report. This item is requesting that the Board consider changing the accounting practices and reporting of the payments that we currently make for premiums of those retired employees who are receiving this benefit.

We currently use a Pay-As-You-Go method of accounting for this premium cost. This means that the General Fund unrestricted account bears the entire burden of this expense. This is the case even though we have employees and retirees who were hired and funded out of other programs. Examples include: Special Education, Food Services, categorically funded positions, and Child Development Services. The cost of the retiree benefit earned by employees in these programs is entirely borne by the General Fund.

The change that is being proposed would establish a payroll rate across all salaries that would be applied and charged by program, similar to other payroll related benefits like STRS, PERS, Workers Compensation, and SUI. That charge as the others at the time of payroll, held in a Fund 67 until the bill for retiree premiums is paid. The rate estimated for FY 2011-12 fiscal year is 1.25%. Applying this rate across all district salaries, in all funds and programs will set aside the amount necessary for the existing pay-as-you-go amount.

Fund 67 was established by the Board some time ago to provide the district the ability to charge the pay-as-you-go premiums in this fashion. Previously the district had set aside approximately \$1,756,060.00 to begin funding our liability. We are also requesting that the Board approve transferring these funds from the existing Fund 20 to Fund 67.

Approval of this item moves funds from Fund 20 to Fund 67 and begins a new accounting practice of charging all programs their share of the current costs.

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ

RE: PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING
AGREEMENT

RECOMMENDATION NO. A.39

It is recommended that the Board of Education approve the AB 1200 Public Disclosure document regarding the costs associated with the Early Retirement Incentive for Service Employees International Union (SEIU) Local 99 unit members.

COMMENTS: In accordance with the requirements of AB 1200, staff has prepared a submittal to the Los Angeles County Office of Education (LACOE) which details certain costs associated with the Memorandum of Understanding between the Santa Monica-Malibu Unified School District and the Service Employees International Union (SEIU) Local 99 regarding retirement incentive option for classified employees. This document details certain costs associated with the Early Retirement Incentive.

The AB 1200 document certifies that the District has sufficient resources to meet the financial obligations associated with this recommendation.

A copy of the AB 1200 public disclosure document is attached for reference in the hard copy of the Board Agenda, and is posted on the District's website as a separate attachment with the April 6, 2011 Board Meeting Agenda.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**Los Angeles County Office of Education
Division of Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3540.2(a), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: SEIU LOCAL 99
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2011
 (date) (date)

The Governing Board will act upon this agreement on: April 6, 2011
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation All Funds - Combined	Annual Cost Prior to Proposed Agreement (Current Budget) As of 1/31/11	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) FY 2010-2011	Year 2 Increase/(Decrease) FY 2011-2012	Year 3 Increase/(Decrease) FY 2012-2013
1. Salary Schedule Including Step and Column	\$ 19,797,692	\$ -	\$ (139,133)	\$ (141,220)
		0.00%	-0.70%	-0.72%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 263,498	\$ 37,500	\$ -	\$ -
		14.23%	0.00%	0.00%
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,712,374	\$ 8,809	\$ (34,825)	\$ (35,347)
		0.187%	-0.74%	-0.75%
4. Health/Welfare Plans	\$ 4,594,871	\$ -	\$ 90,000	\$ 94,500
		0.00%	1.96%	2.02%
5. Total Compensation Add Items 1 through 4 to equal 5	\$ 29,368,435	\$ 46,309	\$ (83,958)	\$ (82,067)
		0.158%	-0.29%	-0.28%
6. Total Number of Represented Employees (Use FTEs if appropriate)	637.40			
7. Total Compensation <u>Average</u> Cost per Employee	\$ 46,075	\$ 73	\$ (132)	\$ (129)
		0.158%	-0.29%	-0.28%

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Local 660 SEIU

8. What was the negotiated percentage increase? For example, if the increase in "Year 1" was for less than a year, what is the annualized percentage of that increase for "Year 1"?

N/A This agreement is for a one time Early Retirement Incentive that is contingent upon a District saving of at least \$40,000 in the first year.

9. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

11. Does this bargaining unit have a negotiated cap for Health and Welfare

Yes ☐ No ☒

If yes, please describe the cap amount.

N/A

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

See # 8 above.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Local 660 SEIU

D. What contingency language is included in the proposed agreement (i.e., reopeners, etc.)?

None

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Any balances that remain in the Federal Ed Job Fund & General Fund Fund Balance.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (e.g., what will allow the district to afford this contract)?

Saving generated due to new employees being hired at lower salary steps.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2(a) and 3547.5, the Superintendent and Chief Business Official of the Santa Monica-Malibu Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 01, 2009 to June 30, 2010.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	46,309 -
\$	(46,309) -

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	(83,958)
\$	83,958

Budget Revisions

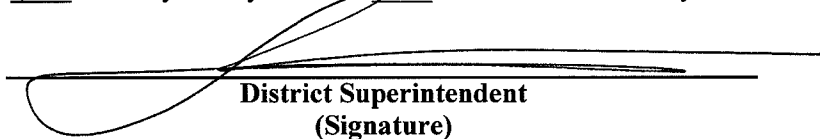
If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)

3-31-2011
Date

☐ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

3-31-2011
Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ

RE: ADOPT RESOLUTION NO. 10-36 – IN SUPPORT OF SENATE
CONSTITUTIONAL AMENDMENT 5 REDUCTION OF VOTE REQUIRED FOR
SCHOOL DISTRICT PARCEL TAXES

RECOMMENDATION NO. A.40

It is recommended that the Board of Education Adopt Resolution No. 10-36 to support State Senator S. Joseph Simitian's proposal to amend the Senate Constitution allowing school districts, community college districts, and county offices of education to pass a parcel tax with a 55 percent majority vote rather than the currently required two-thirds.

COMMENT: The future funding for California's K-14 education system does not look promising. American Recovery and Reinvestment Act (ARRA) funds are drying up, the revenue from the one-time tax increases as part of the Budget Act of 2009 have expired, and California was not picked as one of the recipients of Race to the Top funds. SCA 5 provides school districts with much-needed flexibility in raising local educational funds. In addition to helping school districts raise revenues, SCA 5 will also give local districts more power to fund programs that are important to them. Much of state funding is earmarked for particular programs. A parcel tax is one of the very few ways local school districts can raise discretionary revenue. SCA 5 will increase local choice for local education needs, while ensuring that every dollar generated goes to the school district for locally identified purposes. In the past, school districts have used parcel tax money to enhance instructional programs, hire additional teachers, and support libraries, music, and arts programs – all reflecting local priorities in their local districts

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

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

RESOLUTION NO. 10-36

WHEREAS, Senate Constitutional Amendment 5 (Simitian), which reduces the two-thirds vote requirement on parcel taxes, will be acted on by the California State Legislature; and

WHEREAS, reductions in the state General Fund revenue have led to reduced school funding; and

WHEREAS, state General Fund revenue is unstable and erratic, which results in unpredictable funding levels for school districts and county offices of education; and

WHEREAS, parcel tax revenue can provide a stable, predictable source of school revenue; and

WHEREAS, passage of SCA 5 will empower local voters to invest in their schools based on the needs of their communities by requiring a tough, but fair 55 percent vote to pass local parcel taxes, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged; and

WHEREAS, revenue from parcel taxes can be spent according to local priorities and are not subject to state control; and

WHEREAS, the two-thirds vote requirements results in minority rule by requiring two “yes” votes to cancel out one no vote; and

WHEREAS, passage of SCA 5 will allow local voters to decide to make investments in their neighborhood schools in addition to state funding; and

NOW, THEREFORE, BE IT RESOLVED that Santa Monica-Malibu Unified School District strongly urges the California State Legislature to support and adopt SCA 5.

PASSED AND ADOPTED, this 6th day of April 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jose Escarce
Board President

Tim Cuneo
Superintendent

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ

RE: ADOPT RESOLUTION NO. 10-37 – TAX AND REVENUE ANTICIPATION
NOTES (*TRANS*)

RECOMMENDATION NO. A.41

It is recommended that the Board of Education adopt Resolution No. 10-37 – Tax and Revenue Anticipation Notes for the fiscal year 2011-12. The Resolution sets a not-to-exceed amount of \$15 million. The actual amount will be determined at the time of issuance.

COMMENTS: Tax and Revenue Anticipation Notes (*TRANS*) are short-term financings used by school districts to manage temporary fiscal year cash flow shortfalls. Because of the serious cash difficulties at the State level, the District expects delayed receipt of State apportionments. The State has deferred payment of District entitlements for several years. These delays are also expected to create cash flow difficulties for SMMUSD. In the past, large reserve balances have allowed the District to operate without issuing *TRANS*. A *TRANS* issue will bridge the cash deficiencies during the 2011-12 fiscal year.

Note: The Resolution, which is many pages in length, has been forwarded to the Board of Education under separate cover and is available for public review in the Office of the Superintendent.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

SANTA MONICA–MALIBU UNIFIED SCHOOL DISTRICT

RESOLUTION NUMBER 10-37

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-12; THE ISSUANCE AND SALE OF A 2011-12 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE CALIFORNIA EDUCATION NOTES PROGRAM

WHEREAS, school districts are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the “Legislative Body”) of the school district specified in Section 23 hereof (the “District”) has determined that a sum (the “Principal Amount”), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District for fiscal year ending June 30, 2012 (“Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note, in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, such taxes, income, revenue, cash receipts or other moneys;

WHEREAS, pursuant to Section 53856 of the Act, any unrestricted taxes, income, revenue, cash receipts of other moneys of the District can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California Education Notes Program (the “Program”), whereby participating school districts, including the District (collectively, the “Issuers”) expect to simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, Keygent LLC, as the independent financial advisor appointed in Section 21 hereof (the “Financial Advisor”), will structure one or more pools of notes or series of note participations (referred to herein as the “Note Participations”, the “Series” and/or the “Series of Note Participations”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Note Participations, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, such as common ratings, all of which the District shall authorize the Financial Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the “Trust Agreement”) among such Issuers, the District and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the

laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with an underwriter pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement") or sold on a competitive bid basis;

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys of the District intended as receipts for the general fund thereof, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2011-12 Tax and Revenue Anticipation Note," (the "Note") with an appropriate series designation if more than one note is issued, to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not

paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter (defined herein) or other purchaser pursuant to the terms and provisions of the Note Participation Purchase Agreement (the "Purchase Agreement"). The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. Except as provided in Section 19(B) hereof, the Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement defined herein, if any, and will also be set forth in the Final Official Statement defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Certificate, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

To the extent necessary, the Legislative Body hereby approves the preparation of a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Final Official Statement") in connection with offering and sale of the Note Participations. The Financial Advisor and underwriter of the Note Participations (the

“Underwriter”) are hereby authorized and directed to cause to be mailed to prospective bidders or purchasers the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Financial Advisor and Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. Any one of the Authorized Representatives of the District is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as they may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District’s Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District’s Note as evidenced and represented by the Series of Note Participations is secured in whole or in

part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an “Event of Default” hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of, or otherwise attributable to a default by, any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners’ Rights. Except as provided in Section 19(B) hereof, the Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District’s share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District’s share of the costs of issuance) shall be deposited in the District’s Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District’s Note on deposit in the Proceeds Fund which shall constitute the District’s Proceeds Subaccount.

Section 8.

Section 9. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are

received or held by the District for the general fund thereof and which are lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are apportionments which otherwise would be received between July 2011 through June 2012 but due to the deferral of the State monies by the State will not be received until after June 30, 2012 (“Deferred Revenues”). The Deferred Revenues shall be accrued to the Repayment Fiscal Year and are hereby determined to be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges a portion amount of the first Unrestricted Revenues (as hereinafter provided, the “Pledged Revenues”) received in the Repayment Months, defined below, and identified in the Pricing Confirmation. If Pledged Revenues are insufficient to pay the principal and interest on the Note, the Notes shall be payable from all Unrestricted Revenues which are received or held by the District for the general fund of the District and are lawfully available for the payment thereof. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Pledged Revenues as herein provided which are received or held by the District.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District’s general fund to be designated the “2011-12 Tax and Revenue Anticipation Note Payment Account” (the “Payment Account”) and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the “Payment Subaccount”) shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District’s Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the Pledged Revenues received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a “Repayment Month” and collectively “Repayment Months”) (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be

transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

To the extent the District's Note is payable from Deferred Revenues, the Pricing Confirmation may specify that the deposits into the Payment Account from such Deferred Revenues may be made on either (i) the first business day of the month following the Repayment Month in which such Deferred Revenues are received, or (ii) 30 calendar days after the District has received such Deferred Revenues, whichever comes first, provided, however, that no Repayment Month may occur later than one month prior to the Maturity Date of the District's Note.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note;

second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power

and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 10. Execution of Note; Registration and Transfer. Any one of the Treasurer of the County (or comparable officer), or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 11. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Financial Advisor, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor, the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding

agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2011-12 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts

and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2011-12 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

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

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 13. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which

reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 14. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 15. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 16. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 18. Amendments. (A) At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consent of the Credit

Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or
- (e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

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

Section 19. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 20. Request to Borrow; Transmittal of Resolution.

(A) Following its adoption by the Board, signed copies of this resolution shall be transmitted by the secretary or clerk of the Legislative Body to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

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

Section 21. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 22. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Keygent LLC is hereby appointed as Financial Advisor for the Program. Stone & Youngberg LLC is hereby appointed as the Underwriter for the Program.

Section 23. Form 8038-G; Continuing Disclosure. (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following (each, a "Listed Event") in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) defeasances; (iii) rating changes; (iv) unscheduled draws on debt service reserves reflecting financing difficulties; (v) unscheduled draws on the credit enhancement reflecting financial difficulties; (vi) substitution of credit or liquidity providers, or their failure to perform; and (vii) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following Listed Events, if material:

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

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(F) The District’s obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(ii) of this section.

(G) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

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

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Section 24. Resolution Parameters.

- (a) Name of District: Santa Monica–Malibu Unified School District
- (b) Maximum Amount of Borrowing: \$15,000,000
- (c) Authorized Representatives:

TITLE

- (1) Superintendent
- (2) Assistant Superintendent, Business and Fiscal Services/CFO
- (3) Director of Fiscal & Business Services

Section 25. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 6th day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President, Board of Education

Attest:

Secretary, Board of Education

EXHIBIT A
FORM OF NOTE

SANTA MONICA–MALIBU UNIFIED SCHOOL DISTRICT

2011-12 TAX AND REVENUE ANTICIPATION NOTE, SERIES A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) ^{*/}

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the “District”) acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

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

It is hereby certified, recited and declared that this Note (the “Note”) represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or held by the District for the general fund thereof, and which are available for payment of the Note. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the “Pledged Revenues”). The principal of the Note and the interest thereon, shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Education as of the date of authentication set forth below.

SANTA MONICA–MALIBU UNIFIED SCHOOL
DISTRICT

By: _____ [no signature/form only]

Countersigned

By: _____ [no signature/form only]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION as Trustee

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

[STATEMENT OF INSURANCE]^{*/}

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

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/06/11

FROM: TIM CUNEO / JANECE L. MAEZ / STUART A. SAM

RE: APPROVAL OF THE CIVIC CENTER JOINT USE PROJECT (CCJUP)
DESCRIPTION AND REVIEW OF THE SPACE PROGRAM – FOR THE
PROGRAMMING AND FULL BUILD OUT PLANNING STUDIES AT SANTA
MONICA HIGH SCHOOL IN SUPPORT OF THE ENVIRONMENTAL IMPACT
REPORT (EIR) TO ENSURE COMPLIANCE WITH THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE CCJUP

RECOMMENDATION NO. A.42

It is recommended that the Board of Education approve the Santa Monica High School CCJUP. This presentation is provided to update the Board on the current status of the CCJUP and to seek direction for staff on how to proceed. Board members have received periodic updates throughout the CCJUP process. The last presentation to the Board was on June 18, 2010 (Siting Study II – Proposed New Concepts A and B and Designs A1, A2, B1 and B2).

Background:

The District submitted the Civic Center Joint Use Project (CCJUP) to the City of Santa Monica's Redevelopment Agency (RDA) for funding consideration on February 25, 2009. The proposed three-phase \$235 million joint use project included cultural and recreational redevelopments on the campus of Santa Monica High School that implemented principles, goals and objectives of the City's Open Space Element, Recreation and Parks Master Plan, Civic Center Specific Plan and Creative Capital. On May 12, 2009, the Redevelopment Agency approved approximately \$57 million for Phase I of the CCJUP.

Board Action:

It is recommended that the Board of Education approve the project description of the CCJUP design as prepared and presented by RL Binder, FAIA, Architects and the proposed Scope of Work for the (\$56 million) CCJUP. This is the initial work to ensure compliance with the California Environmental Quality Act (CEQA) for the Civic Center Joint Use Project (CCJUP) work at Santa Monica High School.

Project Description and Objectives

The objective of the proposed Joint Use project shall be to provide and enhance the Santa Monica High School Campus with new athletic facilities and improve the opportunities for cultural and recreational activities for the City of Santa Monica. The campus and the existing program will be maintained or upgraded with no permanent loss to school activities or athletic facilities; the joint use events will be available during non-school activities; and the proposed facilities and improvements will supplement and accommodate for further planned athletic and school improvements.

The Santa Monica High School and Civic Center Joint Use project includes improvements to reconfigure a portion of the Santa Monica High School campus to accommodate new athletic facilities and support new cultural activities. The proposal includes the removal and demolition of an older Gym facility which currently houses approximately 9,100sf of indoor courts/bleachers; 8,000sf of multi-purpose spaces for spectators, fitness, pep rooms, and exercise areas; and 16,000sf of support locker/dressing/showering facilities. A total of approximately 33,000sf.

The new planned improvements include a facility approximately ranging from 33,000sf to 54,000sf and providing new gym facilities containing new basketball/volleyball courts, dance, yoga rooms, pep studio and a variety of new support amenities such as additional restrooms, showers, dressing areas and spectator accommodations. The replacement of the current turf football field with a synthetic field will allow multipurpose field activities. Depending upon the refinements of the site location of the Gym facility, further campus improvements may include replacement of exterior courts, pool improvements or field spectator accommodations.

Additionally, the proposed improvements will provide new support facilities to increase and expand the opportunities for more cultural activities such as "Under the Stars" or "Outdoor" live performances at the existing 3000 seat Greek Theatre. New events and activities will be accommodated as improvements which will be focused to provide facilities for the Greek theatre stage which includes restrooms, dressing rooms, props/equipment storage, stage lighting/audio enhancements, and new areas for logistical and backstage preparations. The Project budget of 56 million dollars includes construction improvements and allocations for planning, design services, entitlements, and project management.

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

DISCUSSION ITEMS

TO: BOARD OF EDUCATION

DISCUSSION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / SARA WOOLVERTON

RE: SPECIAL EDUCATION DEPARTMENT UPDATE

DISCUSSION ITEM NO. D.01

The Special Education Department has been implementing various activities to ensure quality program services to eligible students. Dr. Sara Woolverton and Dr. Sally Chou will be presenting to the board an update of these activities.

TO: BOARD OF EDUCATION
FROM: TIM CUNEO / JANECE L. MAEZ
RE: BUDGET UPDATE

DISCUSSION
04/06/11

DISCUSSION ITEM NO. D.02

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

TO: BOARD OF EDUCATION

DISCUSSION

04/06/11

FROM: TIM CUNEO

RE: CONSIDER REVISING BP 1150 – COMMENDATIONS AND AWARDS

DISCUSSION ITEM NO. D.03

It is recommended that the Board of Education consider revising BP 1150 – Commendations and Awards.

COMMENT: CSBA is recommending this policy update to clarify that it applies to awards given to parents/guardians, community members, businesses, and organizations. Policy also incorporates and expands material formerly in AR regarding the process for submitting recommendations for awards and the types of awards that may be given, and adds designation of a day, week, or month for special recognition of volunteers.

The revised policy is attached. (Revisions to the AR can be found under Information Items.)

COMMENDATIONS AND AWARDS

The Board of Education believes that individuals and organizations deserve recognition when they provide contributions or long-standing service to the district. To encourage community involvement in district programs and activities, the Governing Board may publicly recognize and commend parents/guardians, community members, businesses, and organizations that make outstanding contributions or provide longstanding service to the district or district students. The Board believes that commending such service promotes increased community understanding and participation.

~~The Superintendent or designee shall establish procedures by which Board members, employees or members of the community may suggest persons or organizations for Board recognition. At the Board's discretion, letters of recognition, Board resolutions, plaques or awards may be presented.~~

Any Board member, employee, parent/guardian, student, or community member may recommend an individual or organization for Board recognition. He/she shall submit to the Superintendent or designee the name of the individual or organization and a description of the outstanding contribution or service.

At the Board's discretion, the Board may present a letter of recognition, Board resolution, plaque, or other award at a public Board meeting or may hold a reception or informal recognition activity. The Board also may designate a day, week, or month for special recognition of volunteers.

The Board encourages similar forms of recognition for achievement or services as part of school-level commendation programs.

Legal Reference:EDUCATION CODE

[35160](#) Authority of governing boards

[35160.1](#) Broad authority of school districts

[44015](#) Awards to employees and students

Policy SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
adopted: August 19, 2009 Santa Monica, California

TO: BOARD OF EDUCATION

DISCUSSION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: CONSIDER REVISING BP 6011 – ACADEMIC STANDARDS

DISCUSSION ITEM NO. D.04

It is recommended that the Board of Education consider revising BP 6011 – Academic Standards.

COMMENT: CSBA is recommending this policy update to reflect the State Board of Education's adoption of the Common Core Standards, a set of national voluntary standards in English language arts and mathematics. The policy also adds language regarding (1) involvement of representatives of businesses and postsecondary institutions in the recommendation of district standards; (2) alignment of standards with graduation requirements, college entrance requirements, and other student outcomes; and (3) review of standards in response to changing student needs.

The revised policy is attached.

ACADEMIC STANDARDS

The Board of Education shall adopt high academic standards for student achievement which challenge all students to reach their full potential and which clarify what students are expected to know and be able to do at each grade level and in each area of study. These standards shall reflect the knowledge and skills needed for students to be adequately prepared for postsecondary education, employment, and responsible citizenship.

The Superintendent or designee shall provide the Board with recommended standards. In developing these recommended standards, the Superintendent or designee shall use a process that involves teachers, school site and district administrators, students, parents/guardians, and community members. He/she shall ensure the alignment of the standards with the district's vision and goals, graduation requirements, college entrance requirements, and other desired student outcomes, and ~~ensure the~~ proper articulation of standards between grade levels. He/she also shall ensure that the standards are easily understandable and measureable.

District content standards for English language arts, English language development, mathematics, science, health education, history-social science, physical education, visual and performing arts, world languages, career technical education, and preschool education shall meet or exceed statewide model content standards adopted by the State Board of Education or the State Superintendent of Public Instruction as applicable.

Teachers and school administrators shall receive professional development to ensure their understanding of the standards and to discuss effective instructional methods in preparing students to meet the standards.

The Superintendent or designee shall annually communicate the applicable standards to students and their parents/guardians to inform them of the expectations for student learning at their grade level.

Staff shall continually assess students' progress toward meeting the standards, report each student's progress to the student and his/her parents/guardians, and offer remedial assistance in accordance with Board policy and administrative regulation.

District standards shall also provide a basis for evaluating the instructional program, making decisions about curriculum and assessment, and, in accordance with Education Code 44662, evaluating teacher performance.

The Superintendent or designee shall ensure that district standards are regularly reviewed and updated as necessary. At a minimum, district standards shall be reviewed whenever applicable statewide standards are revised and whenever data on student achievement demonstrate that students are not adequately achieving the standards in a particular grade level or subject area.

Legal Reference:

EDUCATION CODE

44662 *Evaluation of certificated employees*

51003 *Statewide academic standards*

60605-60605.5 *Adoption of statewide academically rigorous content and performance standards*

UNITED STATES CODE, TITLE 20

6311 *State academic standards and accountability for Title I, Part A*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2009

California Preschool Learning Foundations, Vol. 1, 2008

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, March 2008

California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, 2006

Physical Education Model Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2005

Visual and Performing Arts Content Standards for California Public Schools, Prekindergarten Through Grade Twelve, January 2001

English-Language Development Standards for California Public Schools, Kindergarten Through Grade Twelve, July 1999

History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998

Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998

English-Language Arts Content Standards for California Public Schools, Kindergarten Through Grade Twelve, December 1997

Mathematics Content Standards for California Public Schools, Kindergarten Through Grade Twelve, December 1997

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

adopted: August 19, 2009 Santa Monica, California

TO: BOARD OF EDUCATION

DISCUSSION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: CONSIDER REVISING BP 6161.1 – SELECTION AND EVALUATION OF
INSTRUCTIONAL MATERIALS

DISCUSSION ITEM NO. D.05

It is recommended that the Board of Education consider revising BP 6161.1 – Selection and Evaluation of Instructional Materials.

COMMENT: CSBA is recommending this policy update to reflect new law (AB 2211), which revises the definition of "sufficiency of instructional materials" to include materials in a digital format as long as specified conditions are met.

The revised policy is attached. (Revisions to the AR can be found under Information Items.)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Board of Education desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect the diversity of our society, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are aligned with the state content standards, meet other criteria specified in law, and are an effective learning resource to help students achieve grade-level competency and meet criteria specified in law.

To ensure that instructional materials effectively support the district's adopted courses of study, the selection of textbooks, technology-based materials, other educational materials, and tests shall be aligned with the development and evaluation of the district's curriculum and standards.

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members.

All recommended instructional materials shall be available for public inspection at the district office.

Individuals who participate in selecting and evaluating instructional materials shall not have a conflict of interest in the materials being reviewed, as defined in administrative regulation.

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

The Board's priority in the selection of instructional materials is to ensure that all students in grades K-12 are provided with instructional materials that are aligned to state content standards in the core curriculum areas of reading/language arts, mathematics, science, and history/social science. Students in grades K-8 shall be provided with instructional materials adopted by the State Board of Education.

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials. The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. The Superintendent or designee shall post, 10 days prior to the hearing and in three public places within the district, a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school has sufficient textbooks and/or instructional materials that are aligned to the state content standards adopted pursuant to Education Code 60605 in each of the following subjects: (Education Code 60119)

1. Mathematics
2. Science
3. History/social science
4. English language arts, including the English language development component of an adopted program

The Board shall also make a written determination as to whether each student enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the state curriculum frameworks. The Board shall determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in digital format as long as each student, at minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

For the 2008-09 through 2012-13 fiscal years, the Board shall also make a determination that all students within the district who are enrolled in the same course have "identical" standards-aligned textbooks or instructional materials from the same adoption cycle, as defined in Education Code 1240.3, 60119, and 60422. (Education Code 1240.3, 42605)

If the Board determines that there are insufficient textbooks and/or instructional materials, the Board shall provide information to classroom teachers and to the public, setting forth for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area, and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

Legal Reference:

EDUCATION CODE

1240 County superintendent, general duties
1240.3 Definition of sufficiency for categorical flexibility
33050-33053 General waiver authority
33126 School accountability report card
35272 Education and athletic materials
42605 Tier 3 categorical flexibility
44805 Enforcement of course of studies; use of textbooks, rules and regulations
49415 Maximum textbook weight
51501 Subject matter reflecting on race, color, etc.
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60048 Instructional requirements and materials
60060-60062 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60206 Elementary school materials
60226 Requirements for publishers and manufacturers
60240-60252 State Instructional Materials Fund
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks
60420-60424 Instructional Materials Funding Realignment Program
60510-60511 Donation for sale of obsolete instructional materials
60605 State content standards
CODE OF REGULATIONS, TITLE 5
9505-9535 Instructional materials, especially:
9531-9532 Instructional Materials Funding Realignment Program

Management Resources:

CSBA PUBLICATIONS

Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

1002.90 Selection of Instructional Materials, CIL: 90/91-02

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2000

STATE BOARD OF EDUCATION POLICIES

01-05 Guidelines for Piloting Textbooks and Instructional Materials, September 2001

WEB SITES

CSBA: <http://www.csba.org>

Association of American Publishers: <http://www.publishers.org>

California Department of Education: <http://www.cde.ca.gov>

Policy SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
adopted: August 19, 2009 Santa Monica, California
revised: September 1, 2010

INFORMATION ITEMS

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO

RE: QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS

INFORMATION ITEM NO. I.01

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



Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints

District Name: Santa Monica-Malibu Unified Date: 3/31/11
Person completing this form: Debra Moore Washington Title: Asst. Superintendent

Quarter covered by this report (check one below):

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

Date for information to be reported publicly at governing board meeting: 4/6/11

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Print Name of District Superintendent Tim Cuneo

Signature of District Superintendent [Signature] Date 3/31/11

Return the Williams Uniform Complaint Quarterly Summary to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Renee Jackson, Williams Central
9300 Imperial Highway, EC 236
Downey, CA 90242

Telephone: (562) 803-8227
FAX: (562) 401-5367
E-Mail: Jackson_Renee@laoe.edu

TO: BOARD OF EDUCATION

INFORMATION

4/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU / PEGGY HARRIS

RE: SUPPLEMENTAL TEXTBOOKS

INFORMATION ITEM NO. I.02

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 next two weeks in the Educational Services Department at 1638 – 17th Street, Santa Monica, CA 90404

Senderos Fronterizos (Breaking Through), by Francisco Jimenez for grade 8 Spanish Literature Immersion 8 class at John Adams Middle School. Adoption requested by Eliana O'Keefe

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO /

RE: DELETION OF AR 1150 – COMMENDATIONS AND AWARDS

INFORMATION ITEM NO. I.03

This item is to inform the Board of Education of the deletion of AR 1150 – Commendations and Awards.

COMMENT: Information in the AR has been included in the revised BP; therefore, the AR can be deleted.

The revised regulation is attached.

COMMENDATIONS AND AWARDS

Any Board of Education member, employee, parent/guardian, student or community member may submit the name of an individual or organization to the Superintendent or designee for Board recognition.

Persons proposing the recognition of an individual or organization shall also indicate a suggested type of recognition which may include, but is not limited to, the following:

1. ——— Plaques or awards to be presented at a Board meeting, for providing the district or community with special, unusual or long-term assistance.
2. ——— Board Resolution to be read at a Board meeting, for distinguished service to children and youth.
3. ——— Letter of Recognition to be prepared by the Superintendent or designee on behalf of the Board, for significant achievement and/or service by groups such as the basketball team, choir, band, and parent/guardian/community organizations.
4. ——— Receptions and other informal recognition activities.

Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
approved: August 19, 2009 Santa Monica, California

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: REVISION TO AR 6115 – CEREMONIES AND OBSERVANCES

INFORMATION ITEM NO. I.04

This item is to inform the Board of Education of revisions made to AR 6115 – Ceremonies and Observances.

COMMENT: CSBA is recommending this mandated regulation updated to reflect renumbering of related statutes per new law (AB 1775) and add to the list of optional days of significance that districts may recognize with commemorative exercises, including days added by new law (AB 1775, SB 944, SB 1256). The section on "Display of Flag" has been revised to more directly reflect the law regarding the occasions on which the flag should be flown at half-staff and to prohibit display of flag during darkness or inclement weather, except under specified conditions.

The revised regulation is attached.

CEREMONIES AND OBSERVANCES**Patriotic Exercises**

Each school shall conduct patriotic exercises daily. These patriotic exercises shall consist of the reciting of the Pledge of Allegiance and may also include instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

Individuals may choose not to participate in the flag salute for personal reasons.

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

Display of Flag

The flag of the United States and the flag of California shall be displayed during school days at the entrance or on the grounds of every school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until internment of an Associate Justice of the Supreme Court, a secretary of executive or military department, former Vice President, and the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless that day is also Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty.
8. On other occasions by order of the President and in accordance with presidential instructions or orders.

~~In addition, upon order of the President, the national flag shall be flown at half-staff upon the death of principal figures of the United States government and the Governor of a state, as a mark of respect to their memory. In the event of death of other officials or foreign dignitaries, the flag shall be displayed at half-staff according to presidential instructions or orders, or in accordance with recognized customs or practices not inconsistent with law. In the event of the death of a present or former official of the government of the state or the death of a member of the Armed Forces from the state who has died while serving on active duty, the Governor may proclaim that the flag be flown at half-staff. (4 USC 7)~~

Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
approved: August 19, 2009 Santa Monica, California
revised: April 6, 2011

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: REVISION TO AR 6159 – INDIVIDUALIZED EDUCATION PROGRAM

INFORMATION ITEM NO. I.05

This item is to inform the Board of Education of revisions made to AR 6159 – Individualized Education Program.

COMMENT: CSBA is recommending this mandated regulation update because it contains material formerly in AR 6164.4 – Identification and Evaluation of Individuals for Special Education regarding a parent/guardian's right to revoke consent for continued special education services for his/her child. The section on "Parent/Guardian Consent" has also been revised to reflect new law (AB 1841), which specifies that a district may not override a parent/guardian's revocation of consent for special education services by filing for a due process hearing or requesting mediation in order to require that services be provided. The section on "Timelines for the IEP and for the Provision of Services" has been revised to reflect conformance of state law with federal regulations when referral of students is made 30 days or less prior to the end of the regular school year.

The revised regulation is attached.

INDIVIDUALIZED EDUCATION PROGRAM**Members of the Individualized Education Program (IEP) Team**

The district shall ensure that the individualized education program (IEP) team for any student with a disability includes the following members: (20 USC 1414(d)(1); 34 CFR 300.321; Education Code 56341, 56341.2, 56341.5)

1. One or both of the student's parents/guardians, and/or a representative selected by the parent/guardian
2. If the student is or may be participating in the general education program, at least one general education teacher who provides the instructional services to the student

If more than one general education teacher is providing instructional services to the student, the district may designate one such teacher to represent the others.

3. At least one special education teacher of the student or, where appropriate, at least one special education provider for the student.
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the general education curriculum
 - c. Knowledgeable about the availability of district and/or special education local plan area (SELPA) resources
 - d. Knowledgeable about the continuum of placements.

5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or district, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate.

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. (Education Code 56341)

7. Whenever appropriate, the student with a disability

8. For transition service participants:
 - a. The student, of any age, with a disability if the purpose of the meeting is the consideration of the student's postsecondary goals and the transition services needed to assist the student in reaching those goals pursuant to 34 CFR

300.320(b)

If the student does not attend the IEP team meeting, the district shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services

If a representative of such other local agency has been invited but does not attend the meeting, the district shall take other steps to obtain participation of the agency in the planning of any transition services. (Education Code 56341)

- 9. For students suspected of having a specific learning disability in accordance with 34 CFR 300.308 (formerly 300.540) and 34 CFR 300.310 (formerly 300.542), at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher (Education Code 56341)

In accordance with 34 CFR 300.310 (formerly 300.542), at least one team member other than the student's general education teacher shall observe the student's academic performance in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age. (Education Code 56341)

- 10. For students who have been placed in a group home by the juvenile court, a representative of the group home
- 11. When necessary, the parent surrogate
- 12. When translation is requested, a translator will be provided

If a student with a disability is identified as potentially requiring mental health services, the district shall request the participation of the county mental health program in the IEP team meeting prior to referring the student to a county mental health agency for services. (Education Code 56331)

Upon request of the parent/guardian of a child who was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), the district shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (20 USC 1414(d)(1)(D); 34 CFR 300.321; Education Code 56341)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian consents and the district agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting involves a discussion of the member's area of the curriculum or related service, the IEP team member may be excused from the meeting if the parent/guardian consents in writing to the excusal and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (20 USC 1414(d)(1)(C); 34 CFR 300.321; Education Code 56341)

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded alternative methods (as further described below) to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (34 CFR 300.322; Education Code 56341.5)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (34 CFR 300.322; Education Code 56341.5)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform the parents/guardians of:
 - a. The provisions of 34 CFR 300.321(a)(6) and (c) relating to the participation on the IEP team of other individuals who have knowledge or special expertise about the student, and
 - b. The provision of Education code 65341(i) ~~34 CFR 300.321(f)~~ relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP or a student with a disability who is 16 years of age, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

~~4. For students beginning at age 16 (or younger than 16 if deemed appropriate by the IEP team):~~

- a. An indication that the purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to 20 USC 1414(d)(1)(A)(i)(VIII), 34 CFR 300.320(b), and Education Code 56345.1
- b. An indication that the district will invite the student to the IEP team meeting
- c. Identification of any other agency that will be invited to send a representative

The district shall provide a parent packet to be sent home prior to an IEP meeting which includes a parent questionnaire regarding parental concerns, proposed agenda for the meeting, parent rights including ability to audiotape meeting, and a description of program and service continuum available in the district.

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request and before any IEP meeting. Upon receipt of an oral or written request, the district shall provide complete copies of the records within five business days. (Education Code 56043)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (20 USC 1414(f); 34 CFR 300.322; Education Code 56341.5)

An IEP team meeting may be conducted without a parent/guardian in attendance if the district is unable to convince the parent/guardian that he/she should attend. In such a case, the district shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including: (34 CFR 300.322; Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

Parents/guardians and the district shall have the right to audiotape the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the district gives notice of intent to audiotape a meeting and the parent/guardian objects or refuses to attend because the meeting would be audiotaped, the meeting shall not be audiotaped. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if the parents/guardians believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

The district shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (34 CFR 300.322; Education Code 56345.1)

The district shall give the parents/guardians of a student with disabilities a copy of his/her child's IEP at no cost. (34 CFR 300.322)

Parent/Guardian Consent

Before providing special education and related services, the district shall seek to obtain informed consent pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the district determines that a parent of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with a free appropriate public education (FAPE), a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and district agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian revokes consent, in writing, for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The district shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Contents of the IEP

During the IEP meeting, the District will inform parents/guardians of placement continuum, including full inclusion in a general education classroom with necessary modifications and support. The IEP shall be a written statement determined in a meeting of the IEP team. It shall include, but not be limited to, all of the following: (20 USC 1414(d)(1)(A); 34 CFR 300.320; Education Code 56043, 56345, 56345.1)

1. A statement of the present levels of the student's academic achievement and functional (non-academic) performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities
 - c. For students with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
2. A statement of measurable annual goals, including academic and functional goals, designed to do the following:
 - a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum
 - b. Meet each of the student's other educational needs that result from the his/her disability

~~c. For students with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives~~

3. A description of the manner in which the progress of the student toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
4. A statement of the specific special educational instruction including placement in the least restrictive environment (LRE), and related services and supplementary aids and services based on evidence-based on peer-reviewed research, to the extent practicable; to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to do the following:
 - a. Advance appropriately toward attaining the annual goals
 - b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with exceptional needs and nondisabled students in the activities described in Education Code 56345(a)
 - d. Receive instruction that is intensive, sequential, and systematic
5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the general education class and in extracurricular and other nonacademic activities described in item #4 above
6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, a statement of all of the following:

- a. The reason that the student cannot participate in the regular assessment
 - b. The reason that the particular alternate assessment selected is appropriate for the student
7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications
8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

- b. The transition services, including courses of study, needed to assist the student in reaching those goals
9. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, pursuant to Education Code 56041.5 that will transfer to the student upon reaching age 18

Where appropriate, the IEP shall also include: (Education Code 56345)

1. For students in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation
2. Linguistically appropriate goals, objectives, programs, and services for students whose native language is not English
3. Extended school year (ESY) services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)
4. Provision for transition into the general education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day

The IEP shall include descriptions of activities intended to:

- a. Integrate the student into the general education program, including indications of the nature of each activity and the time spent on the activity each day or week
 - b. Support the transition of the student from the special education program into the general education program
5. Specialized services, materials, and equipment for students with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

Development, Review, and Revision of the IEP

In developing the IEP, the IEP team shall consider all of the following: (20 USC 1414(d)(3)(A); 34 CFR 300.324; Education Code 56341.1, 56345)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial assessment or most recent assessment of the student
4. The academic, developmental, age appropriate, and functional (non-academic) needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, including the following: (Education Code 56345)

- a. The student's primary language mode and language, which may include the use of spoken language, with or without visual cues, and/or the use of sign language
- b. The availability of a sufficient number of age, cognitive, and language peers of similar abilities which may be met by consolidating services into a local plan area-wide program or providing placement pursuant to Education Code 56361
- c. Appropriate, direct, and ongoing language access to special education teachers and other specialists who are proficient in the student's primary language mode and language consistent with existing law regarding teacher training requirements
- d. Services necessary to ensure communication-accessible academic instructions, school services, and extracurricular activities consistent with the federal Vocational Rehabilitation Act and the federal Americans with Disabilities Act

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items # 1-9 above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the IEP team must include a statement to that effect in the student's IEP. (Education Code 56341.1)

The Superintendent or designee shall ensure that the IEP team: (20 USC 1414(d)(4); 34 CFR 300.324; Education Code 56043, 56341.1, 56380)

1. Review the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and that the support, services and placement are appropriate
2. Revise the IEP, as appropriate, to address:

- a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 305(a)(2) and Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Other matters
3. Consider the special factors listed in items #5-9 above when reviewing the IEP of a student with a disability who has additional behavior or communication needs

The IEP team shall also meet: (Education Code 56343)

- 1. Whenever the student has received an initial formal assessment and, when desired, when the student receives any subsequent formal assessment
- 2. Upon request by the student's parent/guardian or teacher to develop, review, or revise the IEP

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that related to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (20 USC 1414(d); 34 CFR 300.324; Education Code 56345.1)

As a member of the IEP team, the general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of: (20 USC 1414(d)(3)(C); 34 CFR 300.324; Education Code 56341)

- 1. Appropriate positive behavioral interventions and supports and other strategies for the student
- 2. Supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320

To the extent possible, the district shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

The student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the district may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the district shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

If a student with disabilities residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the district shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of all of the following: (Education Code 56043)

1. The case progress
2. The continuing need for out-of-home placement
3. The extent of compliance with the IEP
4. Progress toward alleviating the need for out-of-home care

Timelines for the IEP and for the Provision of Services

At the beginning of each school year, the district shall have an IEP in effect for each student with a disability within district jurisdiction. (34 CFR 300.323; Education Code 56344)

The district shall ensure that a meeting to develop an initial IEP is conducted within 30 days of a determination that a student needs special education and related services. The district shall also ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (34 CFR 300.323; Education Code 56344)

An IEP required as a result of an assessment of the student shall be developed within a total timeline not to exceed 60 days (not counting days between the student's regular school sessions, terms or days of school vacation in excess of five school days) from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. (Education Code 56344)

However, an IEP required as a result of an assessment of a student shall be developed within 30 days after the commencement of the subsequent regular school year for a student for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of school vacations, the 60-day time limit shall recommence on the date that student's school days reconvene. (Education Code 56344)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A general education or special education teacher may request a review of the classroom assignment of a special education student by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

The district shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The district shall also ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

~~Before providing special education and related services, the district shall seek to obtain informed consent pursuant to 20 USC 1414(a)(1). If the parent/guardian refuses to consent to the initiation of services, the district shall not provide the services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f). If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)~~

~~If the district determines that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the district agree otherwise. (Education Code 56346)~~

~~If the parent/guardian revokes consent, the district shall provide prior written notice pursuant to 34 CFR 300.503 before ceasing services. (34 CFR 300.300)~~

Transfer Students

To facilitate a transfer student's transition, this district shall take reasonable steps to promptly obtain the records of a student with disabilities transferring into this district, including his/her IEP and the supporting documents related to the provision of special education services. (34 CFR 300.323; Education Code 56325)

If a student with disabilities transfers to this district during the school year from a district within this same SELPA, this district shall continue, without delay, to provide services comparable to those described in the existing IEP, unless the student's parent/guardian and district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (34 CFR 300.323; Education Code 56325)

If a student with disabilities transfers to this district during the school year from a California district outside of this district's SELPA, this district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, this district shall, in consultation with the parents/guardians, adopt the other district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (34 CFR 300.323; Education Code 56325)

If a student with disabilities transfers to this district during the school year from an out-of-state district, this district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as this district conducts an assessment, if this district determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (34 CFR 300.323; Education Code 56325)

Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
Approved: August 19, 2009 Santa Monica, California
Revised: April 6, 2011

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: REVISION TO AR 6161.1 – SELECTION AND EVALUATION OF
INSTRUCTIONAL MATERIALS

INFORMATION ITEM NO. I.06

This item is to inform the Board of Education of revisions made to AR 6161.1 – Selection and Evaluation of Instructional Materials.

COMMENT: CSBA is recommending this regulation updated to reflect new law (AB 2694), which (1) expands the definition of "supplementary instructional materials" to include materials that use current, relevant technology which engages interactive learning, and (2) requires that technology-based instructional materials used in schools be both available and comparable to other, equivalent instructional materials.

The revised regulation is attached.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS**Instructional Materials Funding Realignment Program**

The district shall use state funds received under the Instructional Materials Funding Realignment Program to ensure that each student is provided with standards-aligned textbooks or instructional materials, in an electronic or hard-bound format, as adopted by the State Board of Education (SBE) for grades K-8, in the core curriculum areas of reading/language arts, mathematics, science, and history/social science. (Education Code 60422, 60422.1)

Instructional materials for grades K-8 shall be selected from the list of standards-aligned materials adopted by the SBE. Instructional materials for grades 9-12 shall be adopted by the Board of Education. Standards-aligned materials in each core curriculum area shall be provided to each student at the beginning of the first school term that commences no later than 24 months after those materials are adopted by the SBE or the Board, as applicable. (Education Code 60422)

For grades 9-12, the Superintendent or designee shall review instructional materials in history/social science, mathematics, reading/language arts, and science using a standards map in order to determine the extent to which the materials are aligned to the content standards adopted by the SBE.

After the Board has certified that all students have been provided with standards-aligned instructional materials in the core curriculum areas, the district may use any remaining program funds for the purposes specified in Education Code 60242. (Education Code 60119, 60422)

Criteria for Selection and Adoption of Instructional Materials

Instructional materials adopted by the Board shall:

1. For basic instructional materials in grades K-8, be selected from among the list of materials approved by the SBE in accordance with law (Education Code 60200)
2. For instructional materials in high schools, be provided by publishers who comply with the requirements of Education Code 60040-60048, 60060-60062, and 60226 (Education Code 60400)
3. Not reflect adversely upon persons because of their race, color, creed, national origin, ancestry, sex, disability, or occupation, or contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 60044)
4. To the satisfaction of the Board, be accurate, objective, current, and suited to the needs and comprehension of students at their respective grade levels (Education Code 60045)
5. With the exception of literature and trade books, use proper grammar and spelling (Education Code 60045)
6. Not provide any exposure to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60200, 60048)

- a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.
- 7. If the materials are technology-based materials, be both available and comparable to other, equivalent instructional materials (Education Code 60052)
- 8. Meet the requirements of Education Code 60040-60043 for specific subject content
- 9. Support the district's adopted courses of study and curricular goals
- 10. Contribute to a comprehensive, balanced curriculum
- 11. Demonstrate reliable quality of scholarship as evidenced by:
 - a. Accurate, up-to-date, and well-documented information
 - b. Objective presentation of diverse viewpoints
 - c. Clear, concise writing and appropriate vocabulary
 - d. Thorough treatment of subject
- 12. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
- 13. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills
- 14. Contribute to the proper articulation of instruction through grade levels
- 15. As appropriate, have corresponding versions available in languages other than English
- 16. Include high-quality teacher's guides
- 17. Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics
- 18. When available from the publishers, consider options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

Instructional Materials Evaluation Committee

The Superintendent or designee may establish an instructional materials evaluation committee to evaluate and recommend instructional materials for Board approval. This committee shall consist of a majority of teachers and may also include administrators, other staff who have subject-matter expertise, parents/guardians, community members, and students as appropriate.

The committee shall review instructional materials using criteria provided above and in law, and shall provide the Board with documentation supporting its recommendations.

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, any district employee who is participating in the evaluation of instructional materials and not otherwise designated in the district's conflict of interest code shall not:

1. Accept any emolument, money, or other valuable thing or inducement, to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)
2. Be employed by or receive compensation from any person, firm, organization, or any of its subsidiaries or controlling entities submitting instructional materials to the district
3. Have or negotiate a contractual relationship with any person, firm, or organization or any of its subsidiaries or controlling entities submitting instructional materials to the district
4. Have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Approved: August 19, 2009

Santa Monica, California

Revised: April 6, 2011

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: REVISION TO AR 6164.4 – IDENTIFICATION AND EVALUATION OF
INDIVIDUALS FOR SPECIAL EDUCATION

INFORMATION ITEM NO. I.07

This item is to inform the Board of Education of revisions made to AR 6164.4 – Identification and Evaluation of Individuals for Special Education.

COMMENT: CSBA is recommending this regulation update to delete material related to parent/guardian revocation of consent for continued provision of services (now in AR 6159 - Individualized Education Program).

The revised regulation is attached.

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION**Referrals for Special Education Services**

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

All referrals from school staff for special education and related services shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and their effect. (5 CCR 3021)

Initial ~~Assessment~~ Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct an assessment in all areas related to the suspected disability of the student. (34 CFR 300.301; Education Code 56320)

Within 15 days of the receipt of a referral of any student for special education and related services, the district shall develop a proposed assessment plan, unless the parent/guardian agrees in writing to an extension. This 15-day period does not include days between the student's regular school sessions or terms, or days of school vacation in excess of five school days from the date of receipt of the referral. If the referral is made within 10 days or less prior to the end of the student's regular school year, the proposed assessment plan shall be developed within 10 days after the beginning of the next regular school year, or the student's regular school term. In the case of the student's school vacation in excess of five school days, the 15-day deadline shall recommence on the date the student's regular school days reconvene. (Education Code 56043, 56321)

The proposed assessment plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of assessment to be conducted
4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent

Prior to conducting an initial assessment evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the assessment plan, the parent/guardian shall receive written notice that includes all of the following information: (34 CFR 300.304, 300.504; Education Code 56329)

1. Upon completion of the administration of tests and other assessment materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities as defined in Education Code 56026 and shall discuss the assessment, the educational recommendations, and the reasons for the recommendations.

2. In making a determination of eligibility for special education, the student shall not be determined to be a student with a disability if the determinant factor is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368 of the No Child Left Behind Act, or mathematics, or limited English proficiency, temporary physical disabilities, social maladjustment, or environmental, cultural, or economic.
3. A copy of the assessment evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If a parent/guardian disagrees with an assessment evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation of the student from qualified specialists, in accordance with 34 CFR 300.502. A parent/guardian is entitled to only one (1) such assessment at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its assessment, or if its assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to the independent educational evaluation. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, regardless of whether the independent educational evaluation is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational evaluation, but not at public expense.

If the parent/guardian obtains an independent educational evaluation at private expense, the results of the assessment shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its assessment, or if its assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an independent educational evaluation of the student in the student's current educational placement and setting, if any, proposed by the district, regardless of whether the independent educational evaluation is initiated before or after the filing of a due process hearing.

6. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Assessments Evaluation

Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial assessment. The district shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services. (34 CFR 300.300, 34 CFR 300.301; Education Code 56320, 56321)

Informed parental consent means that the parent/guardian: (34 CFR 300.9)

1. Has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which his/her consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time
4. Understands that if he/she revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial ~~assessment~~ evaluation or ~~reassessment~~ reevaluation of a student. The district shall maintain a record of its attempts to obtain consent, including: (34 CFR 300.300, 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial assessment or fails to respond to a request to provide consent, the district may, but is not required to, pursue an assessment by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (34 CFR 300.300; Education Code 56321)

For a student who is a ward of the state and not residing with his/her parent/guardian, the district may conduct an initial ~~assessment~~ evaluation without obtaining informed consent if any of the following situations exists: (20 USC 1414; 34 CFR 300.300; Education Code 56321.1)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with California law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial assessment has been given by an individual appointed by the judge to represent the student.

The district need not obtain parent/guardian consent before reviewing existing data as part of an assessment evaluation or administering a test or other assessment evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (34 CFR 300.300; Education code 56321)

Conduct of the Evaluation

The district shall complete the determination as to whether the student is a student with a disability, conduct the initial assessment evaluation to determine his/her educational needs, and develop an IEP within 60 days of receiving informed parent/guardian consent for the assessment evaluation. (34 CFR 300.300, 34 CFR 300.301; Education Code 56344)

The assessment evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district, county office of education, or special education local plan area (SELPA). (Education Code 56320, 56322)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an assessment evaluation for eligibility for special education and related services. (34 CFR 300.302)

In conducting the assessment evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of his/her IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's assessment evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34 CFR 300.304)

The district shall also ensure that assessments and other assessment evaluation materials provide relevant information that directly assists persons in determining the student's educational needs and are: (34 CFR 300.304; Education Code 56320)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient

7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, language function, social and emotional status, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and motor abilities. When appropriate, a developmental history shall be obtained. The district shall ensure that the assessment is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (34 CFR 300.304; Education Code 56320)

As part of the initial ~~assessment~~ evaluation and any ~~reassessment~~ reevaluation, the IEP team and other qualified professionals, shall, if appropriate, review existing assessment data on the student, including assessments and information provided by the parents/guardians; current classroom-based local or state assessments and classroom-based observations; and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (34 CFR 300.305; Education Code 56381)

1. Whether the student is a student with a disability, or in the case of a ~~reassessment~~ reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in his/her IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full assessments. (34 CFR 300.304)

Eligibility Determination

Upon completion of the administration of assessments and other ~~assessment~~ evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the child is a student with a disability and the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

The personnel who evaluate the student shall prepare a written report of the results of each assessment. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368 of the No Child Left Behind Act, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (34 CFR 300.306; Education Code 56329)

If a determination is made that a student has a disability and needs special education and related services, an IEP shall be developed within a total time not to exceed 60 days, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five school days, from the date of the receipt of the parent/guardian's consent for assessment, unless the parent/guardian agrees, in writing, to an extension. (34 CFR 300.306; Education Code 56043)

Independent Educational Evaluation

The parents/guardians of a student with a disability have the right to obtain an independent educational evaluation at public expense under the same criteria that the district uses for a district-initiated assessment. An independent educational evaluation is an assessment conducted by a qualified examiner who is not employed by the district. Public expense means the district either pays for the full cost of the independent educational evaluation or ensures that the assessment is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502; Education Code 56329)

The parent/guardian is entitled to only one (1) independent educational evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees. (34 CFR 300.502)

If a parent/guardian has requested an independent educational evaluation, the district may ask for a reason that he/she objects to the district's assessment evaluation. However, the parent/guardian is not required to provide the reason to the district. (34 CFR 300.502)

Upon receiving the request for an independent educational evaluation, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its ~~assessment~~ evaluation is appropriate
2. Ensure that an independent evaluation is provided at public expense, unless the district can later demonstrate at a hearing that the ~~assessment~~ evaluation obtained by the parent/guardian did not satisfy the district's criteria

Upon request by a parent, district staff shall notify the school staff and for the school staff to provide timely access of sufficient duration to the parent and/or their own designated independent evaluator/educational consultant to observe the child's current classroom placement and any placement continuum (including both academic and non-academic components) proposed by any member of the IEP team. District and school staff shall provide access to the parent and/or the designated independent evaluator/educational consultant to observe the child's current classroom. The district and school shall ensure the students' safety and confidentiality are preserved.

If a due process hearing decision determines that the district's ~~assessment~~ evaluation is appropriate, then the parent/guardian may obtain an independent evaluation but not at public expense. (34 CFR 300.502)

The results of an independent evaluation obtained by the parent/guardian, whether at public or private expense, shall be considered by the district if it meets district criteria in any decision made with respect to FAPE and may be presented as evidence at a hearing on a due process complaint. (34 CFR 300.502)

The said independent evaluation assessor shall not be the provider of private services to students they have assessed.

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related services needs of the student, including improved academic achievement and functional performance, warrant a reassessment or if the student's parent/guardian or teacher requests reassessment. Such ~~reassessments~~ reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a ~~reassessment~~ reevaluation is unnecessary. A ~~reassessment~~ reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (34 CFR 300.303; Education Code 56381)

The district shall ensure that any ~~reassessments~~ reevaluations of the student are conducted in accordance with the ~~assessment~~ evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these children. (Education Code 56445)

Parent/Guardian Revocation of Consent for Continued Provision of Services

If at any time subsequent to the initial provision of services, the student's parent/guardian revokes consent, in writing, for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The district shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (34 CFR 300.3000, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

Once district has ceased providing special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
Approved: August 19, 2009 Santa Monica, California
Revised: April 6, 2011

TO: BOARD OF EDUCATION

INFORMATION

04/06/11

FROM: TIM CUNEO / CHIUNG-SALLY CHOU

RE: REVISION TO AR 6173.1 – EDUCATION OF FOSTER YOUTH

INFORMATION ITEM NO. I.08

This item is to inform the Board of Education of revisions made to AR 6173.1 – Education of Foster Youth.

COMMENT: CSBA is recommending this regulation update to reflect new law (SB 1353), which states legislative intent that, when making placement decisions for foster youth, the youth's "best interests" should include a consideration of educational stability. The section on "Enrollment" reflects new law (AB 1933), which allows a foster youth to (1) continue in his/her school of origin as long as he/she is under the jurisdiction of the court, and (2) matriculate with his/her peers in accordance with established feeder patterns, whether the new school is within the district or in another district. New section on "Transportation" provides options for dealing with transportation to the foster youth's school of origin.

The revised regulation is attached.

EDUCATION FOR FOSTER YOUTH**Definitions**

Foster youth means a child who has been subject to one of the following: (Education Code 48853.5)

1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (temporary custody)
2. Is the subject of a petition filed under Welfare and Institutions Code 300 or 602 (jurisdiction of juvenile court)
3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, which school is the school of origin. (Education Code 48853.5)

Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students. (Education Code 48853)

District Liaison

The Superintendent or designee designates the following position as the district liaison for foster youth: (Education Code 48853.5)

Director Student Services
1651 16th Street
Santa Monica, CA 90402
310-450-8338

The district's liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
2. Assist foster youth when transferring from one school to another or from one district to another in ensuring proper transfer of credits, records, and grades, including ensuring that records reflect full or partial credit for courses taken (Education Code 48645.5, 48853.5)

3. As necessary, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973
4. Ensure that students in foster care receive appropriate school-based services, such as supplemental instruction, counseling, or after-school programs
5. Develop protocols and procedures so that district staff, including principals, school registrars, and attendance clerks, are aware of the requirements for the proper enrollment, placement, and transfer of foster youth
6. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates to help coordinate services for the district's foster youth
7. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Board of Education based on indicators identified in Board policy.

Enrollment

A foster youth placed in a licensed children's institution or foster family home shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.
2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program.
3. The student is entitled to remain in his/her school of origin as defined above.
4. At the initial placement, or any subsequent change in placement of a foster youth, the district shall allow the student to continue his/her education in the school of origin for the duration of the academic school year. However, the district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agree that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of

the new school shall immediately enroll the foster youth. The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to produce records, such as academic or medical records, proof of residency, or clothing normally required for enrollment. (Education Code 48853.5)

Within two business days of enrollment, the liaison shall contact the school last attended by the student to obtain all academic and other records. Upon receiving a request from a new school, the liaison for the school last attended shall provide all records within two business days of receiving the request. (Education Code 48853.5)

If a parent/guardian or foster youth or the person with the right to make educational decisions for a foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within 30 days of receipt of the appeal. Within 30 days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board of Education. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Applicability of Graduation Requirements

When a foster youth in grade 11 or 12 transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3 and the high school exit examination, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. (Education Code 51225.3, 60851)

District shall provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the pupil's ability to gain admission to a postsecondary educational institution.

The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the student if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.3)

Grades/Credits

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Approved: August 19, 2009 Santa Monica, California

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