

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

**April 18, 2013**

A regular meeting of the Santa Monica-Malibu Unified School District Board of Education was held on Thursday, April 18, 2013, in the District Administrative Offices: 1651 16<sup>th</sup> Street, Santa Monica, CA. The Board of Education called the meeting to order at 4:30 p.m. in the Board Conference Room at the District Offices. At 4:31 p.m., the Board of Education will move to Closed Session regarding the items listed below. The public meeting reconvened at 6:12 p.m. in the Board Room.

**CLOSED SESSION** (4:30-6:04 p.m.)

**I. PUBLIC COMMENTS FOR CLOSED SESSION ITEMS ONLY**

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

**II. CLOSED SESSION** (115)

- Pupil Hearing pursuant to EC §48918(c) (*agenda item Nos. A.14 & A.15*) (20)
- Public Employee Discipline/Dismissal/Release pursuant to GC §54954.5 (5)
- Public Employee Employment pursuant to GC §54954.5 (Assistant Superintendent for Human Resources, Assistant Superintendent for Business and Fiscal Services/CFO) (30)
- Public Employee Performance Evaluation pursuant to GC §54954.5 (Superintendent) (15)
- Conference with Real Property Negotiators pursuant to GC §54956.8 (902 Colorado Avenue, Santa Monica, CA: Santa Monica-Malibu Unified School District [SMMUSD], Southern California Edison [SCE], Exposition Metro Construction Authority [EXPO]) (10)
- Conference with Legal Counsel: Existing Litigation pursuant to GC §54956.9(a) (1 case: Malibu Community Preservation Alliance and Malibu Township Council, Inc. v. City of Malibu, City Council of Malibu, and SMMUSD, LA County Superior Court Case # BS138633) (10)
- Receipt of Recommendation for Approval of Proposed Settlement Cases pursuant to GC §54956.9(b): (5)
  - DN-1008-12/13
    - *Settlement agreement in case No. DN-1008-12/13*  
*The substance of the Agreement was as follows:*
      - a) *Parent Reimbursement: \$82,000*  
*The total cost for this case is not to exceed \$82,000. It was moved by Mr. Patel, seconded by Mr. Mechur, and voted 6/0 (Dr. Escarce was absent) to approve the settlement case.*
- Conference with Labor Negotiators pursuant to GC §54957.6 (Superintendent, S.M.M.C.T.A.) (10)
- Conference with Labor Negotiators pursuant to GC §54957.6 (Superintendent, S.E.I.U.) (10)

6:13 pm

**OPEN SESSION** (5:30 p.m.)

**III. CALL TO ORDER**

6:12 pm

A. Roll Call

Board of Education Members

Laurie Lieberman – President  
Maria Leon-Vazquez – VP  
Ben Allen  
Oscar de la Torre

Jose Escarce – arrived @ 6:45pm, left @ 9:05pm  
Ralph Mechur  
Nimish Patel

6:12 pm

B. Pledge of Allegiance

Led by Mr. Allen

6:13 pm

**IV. APPROVAL OF THE AGENDA**

*It was moved by Mr. de la Torre, seconded by Ms. Leon-Vazquez, and voted 6/0 (Dr. Escarce was absent) to approve the agenda with the Update.*

6:15 pm

**V. APPROVAL OF MINUTES**

A.01 March 21, 2013.....1

6:16 pm

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

• **Lincoln Middle School Student, Johnny Butchko (10)**

*Superintendent Lyon and Board President Lieberman presented Johnny Butchko with a certificate of commendation for the dedication and follow-through he demonstrated on his community service project to have closed captioning devices installed in AMC’s Santa Monica theatres. Ms. Lyon also read the names of adults in the community who mentored Johnny on this project. Johnny thanked everyone involved in helping him succeed.*

6:23 pm

**VII. STUDY SESSION (60)**

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

S.01 School Site Presentations (60).....2

*Roosevelt Elementary School  
Olympic High School  
John Muir ~~Middle~~ Elementary School*

**VIII. 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)**

7:17 pm

**Yuri Kawashima – Santa Monica High School**

*Student Board Member Kawashima reported that prom was held the past weekend and was a success. The new Student Board Member was elected. In response to ASB’s request to be a part of the decision in selecting Samohi House Principals, Ms. Washington replied that students will be part of the informal and formal panel.*

7:21 pm

**Yasi Afsharnive – Malibu High School**

*Student Board Member Afsharnive reported that the climate on campus is starting to gear up as AP tests approach. ASB elections will be held soon. Ms. Afsharnive said there are several juniors running for ASB President. She has been busy recruiting students to run for Student Board Member. The MHS Choir Department held their Masterworks Concert last week at Pepperdine University. ASB hosted an Easter egg*

*hunt last week and a pie eating contest today. The MHS softball team was named the CIF Southern Section Academic Winner, an honor awarded to the team with the highest GPA.*

7:14 pm

**Sean Azoulay – Olympic High School**

*Student Board Member Azoulay reported that Olympic High School teacher Anthony Fuller was announced as a semi-finalist in the Kelly and Michael LIVE! show's Top Teacher competition. Although he did not advance to the finals, he said it was a tremendous feat for both him and Olympic HS. On April 13, volunteers from the Rotary Club of Santa Monica helped beautify. They planted trees, trimmed bushes, painted walls and table tops, and cleaned the grounds. The campus received its WASC visit on April 16. The results of the visit will not be released until June, but early feedback was extremely positive. The Writers' Guild Association will be hosting an elective course for students every Wednesday for the next several weeks.*

**B. SMMCTA Update – Mr. Anthony Fuller (5) – no report**

7:23 pm

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

*Ms. Cartee-McNeely reported that SEIU and SMMUSD will begin formal negotiations next Friday, April 26. SEIU is establishing collaborative labor/management teams throughout the district in order to build relationships and improve communications, problem solve, and lift employee morale. Two such teams in Special Education will meet bi-monthly with Dr. Deloria, and the newest team meetings in Transportation have been established. The feedback from the teams is that this process makes them feel more connected and recognized as equal partners in the education process of our students. SEIU has created a new brochure to brand and advertise classified employees and the services they provide to the learning process. A copy of the brochure will be provided in the Friday packet this or next week.*

7:25 pm

**D. PTA Council – Ms. Patti Braun (5)**

*Ms. Braun reported that PTA Council held its officer elections for 2013-14. Representatives from the PTA Council and PTSA units traveled to Sacramento. May 21 will be the PTA Council Annual End of Year Breakfast. At the last council meeting, Maureen Bradford and Peggy Harris presented information on the common core standards. Last year, Measure Y and YY generated \$6.5M for the district. The goal is to continue to encourage the community to shop within Santa Monica and keep the funds coming to the district. Will Rogers Learning Community will be donating proceeds from its annual fiesta on May 4 to the Education Foundation. Ms. Braun expressed her condolences to Superintendent Lyon on the passing of her mother.*

**IX. SENIOR STAFF REPORTS (20)**

**A. Asst. Supt., Educational Services – Dr. Terry Deloria (5) – excused absence**

7:30 pm

**B. Asst. Supt., Business & Fiscal Services/CFO – Ms. Janece Maez (5)**

*Ms. Maez drew the board's attention to a number of items on tonight's agenda that require board action. She reported that during spring break, the building was tented for termites. She thanked the Maintenance and Operations Department for deep cleaning the district office following the tenting.*

7:32 pm

**C. Asst. Supt., Human Resources – Ms. Debra Moore Washington (5)**

*Ms. Washington reported that in response to Board direction to expand staff to be more aligned with students. The district has created a pipeline between USC and SMMUSD, whereby principals can go online to observe lessons being taught at USC. A similar pipeline was conducted with UCLA, and another one will be made with Loyola Marymount. The district is currently looking at teacher evaluations from other states and districts; a report will come to the board regarding this at a future date. SMMUSD will enter into negotiations with SEIU on April 26. The recruitment processes has begun for Samohi administrators for 2013-14. HR has received 100 applications. There will be two days of formal interviews (May 1 and 3) and one informal interview on May 10. The interview for the Will Rogers administrator for 2013-14 included an observation of a lesson plan, allowing candidates the opportunity to critique as well as opportunity to engage with students.*

7:38 pm

**D. Superintendent – Ms. Sandra Lyon (5)**

*Superintendent Lyon announced that Lincoln middle School teacher Marianna O'Brien was one of fifty educators across the country selected to take part in a week-long immersion program to introduce teachers to the cutting edge science, technology, engineering, and math (STEM) fellowship.*

7:40 pm

**X. 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.

**Curriculum and Instruction**

A.02	Approval of Independent Contractors.....	3-4
A.03	Conference and Travel Approval Ratification .....	5-7
A.04	Overnight Field Trip(s) 2012-2013 .....	8
A.05	Approval of Fee Increase for the School-Age/Full-Day Preschool 9 Programs for Fiscal Year 2013-2014.....	9
A.06	Approval of Special Education Contracts – 2012-2013 .....	10-12

**Business and Fiscal**

A.07	Award of Purchase Orders – 2012-2013.....	13-13e
A.08	Acceptance of Gifts – 2012-13.....	14-14d

**Facilities Improvement Projects**

A.09	Amendment to Contract – Lease Leaseback – John Adams Middle School – Replacement of Classroom Buildings E, F, & G, New Administration, Modernization & Site Improvements (Package 2B) – Swinerton Builders – Measure BB .....	15-16
A.10	Contract Amendment #2 for Testing and Special Inspection Services – Santa Monica High School – Science and Technology Building and Site Improvement – Measure BB .....	17-18
A.11	Contract Amendment #25 for Architectural/Engineering Design Services – Santa Monica High School Science and Technology Building and Site Improvement Project – R.L. Binder FAIA Architects, LLP – Measure BB .....	19-20

**Personnel**

A.12	Certificated Personnel – Elections, Separations.....	21-23
A.13	Classified Personnel – Merit .....	24-25

**General**

A.14 Expulsion of Student (B/D 04/04/1996) .....26  
A.15 Expulsion of Student (B/D 03/02/1996) .....27

7:40 pm **XI.**

**PUBLIC COMMENTS**

Public Comments is the time when members of the audience may address the Board of Education on items not scheduled on the meeting’s agenda. All speakers are limited to two (2) or three (3) minutes, depending on the number of speakers. The Brown Act (Government Code) states that Board members may not engage in discussion of issues raised during Public Comments, except to ask clarifying questions, make a brief announcement, make a brief report on his or her own activities, or to refer the matter to staff. 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.**

- *Todd Kesselman and Steve Uhring addressed the board regarding MCA/field lighting at Malibu High.*
- *Lilyan Campbell addressed the board regarding making Wil Rogers Learning Community a peanut-free school. Superintendent Lyon and Ms. Leon-Vazquez stated that the board will look into all the issues involved in a peanut-free school.*

**DISCUSSION and MAJOR Items**

*As a general rule, items under DISCUSSION and MAJOR will be listed in an order determined by the President, Vice President, and Superintendent. Individual Board members may move to request a change in the order prior to consideration of any Major item. The Board may also move any of these items out of order to be heard 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.*

**XII. DISCUSSION ITEMS (60)**

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

7:48 pm D.01 Budget Update (15).....28  
8:13 pm D.02 Centralized Fundraising Plan Update (45).....29

**XIII. MAJOR ITEMS (65)**

These items are considered to be of major interest and/or importance and are presented for **ACTION (A)** at this time. Many have been discussed by the Board at a previous meeting.

7:13 pm A.16 Public Hearing – Measure “R” Parcel Tax 2013-14 Annual Plan (5).....30-31  
9:06 pm A.17 Approval of 2011-12 Annual Measure “BB” Audit Report (15) .....32  
9:11 pm A.18 Adopt Resolution No. 12-28 – Resolution of Intention to Dedicate a Distribution Easement to the Southern California Edison at 902 Colorado Avenue, Santa Monica California (15) .....33-34  
9:13 pm A.19 Adopt Resolution No. 12-29 - Authorizing Intent to Issue Sale of Measure ES Bonds (15) .....35-39  
9:19 pm A.20 Adopt Resolution No. 12-30 - Tax and Revenue Anticipation Notes (TRANS) (15).....40  
9:22 pm A.21 Adopt Resolution No. 12-31 – In Support of the Governor’s Local Control Funding Formula (5).....41-43

9:41 pm **XIV.**

**INFORMATIONAL ITEMS (0)**

These items are submitted for the public record for information. These items do not require discussion.

I.01 Member Resignation and Termination of Memberships from District Advisory Committees (DACs) .....44  
I.02 Supplemental Textbook .....45  
I.03 Quarterly Report on Williams Uniform Complaints .....46-46a

**XV. BOARD MEMBER ITEMS (0)**

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

**XVI. REQUESTS BY MEMBERS OF THE PUBLIC OR DISTRICT ADVISORY COMMITTEES TO ADDRESS THE BOARD OF EDUCATION (5)**

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

**XVII. CONTINUATION OF PUBLIC COMMENTS**

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

**XVIII. BOARD MEMBER COMMENTS**

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."

- Ms. Lieberman and Ms. Leon-Vazquez encouraged all Board members to attend the Santa Monica College's Public Policy Institute's Spring Symposium - Urban Youth Fostering Success through Grit, which will be held on May 13-16, 2013. The school district is one of a number of co-sponsors. The keynote address is Paul Tough, author of How Children Succeed, which will occur on Tuesday night, May 14, from 7p.m. – 9p.m. at JAMS Auditorium.

**XIX. FUTURE AGENDA ITEMS**

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

**XX. CLOSED SESSION**

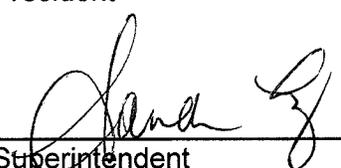
The Board of Education will, if appropriate, adjourn to Closed Session to complete discussion on items listed under Section III (Closed Session) following the regular business meeting.

**XXI. ADJOURNMENT**

It was moved by Mr. Mechur, seconded by Ms. Leon-Vazquez, and voted 6/0 (Dr. Escarce was absent) to return to closed session at 9:42 p.m. The next regular board meeting is scheduled for 5:30 p.m. on **Thursday, May 2, 2013**, in the **Malibu City Council Chambers: 23825 Stuart Ranch Road, Malibu, CA.**

Approved: 5/2/2013

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

**SMMUSD Board of Education Meeting Schedule 2012-2013**

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

July through December 2012					
Month	1 <sup>st</sup> Thursday	2 <sup>nd</sup> Thursday	3 <sup>rd</sup> Thursday	4 <sup>th</sup> Thursday	Special Note:
July			7/18* DO		*Wednesday, 7/18
August	8/1* M		8/15* DO		*Wednesday, 8/1 *Wednesday, 8/15 First day of school: 8/22
September	9/6 DO	9/15* DO	9/20 DO		*Saturday, 9/15: Retreat
October	10/4 M		10/18 DO		
November	11/1 M		11/15 DO		Thanksgiving: 11/22-23
December		12/13 DO 12/15* DO		winter break	*Saturday, 12/15: Retreat
<b>Winter Break: December 24 – January 4</b>					
January through June 2013					
<b>Winter Break: December 24 – January 4</b>					
January		1/17 DO			
February	2/7 M 2/9* DO		2/21 DO		*Saturday, 2/9: Special Meeting
March	<del>3/7</del> 3/5* DO		3/21 M	spring break	*Tuesday, 3/5
<b>Spring Break: March 25 – April 5</b>					
April	spring break		4/18 DO		
May	5/2 M		5/16 DO		
June	6/6 DO			6/26* DO	Last day of school: 6/11 *Wednesday: 6/26

District Office (DO): 1651 16<sup>th</sup> Street, Santa Monica.  
 Malibu City Council Chambers (M): 23825 Stuart Ranch Road, Malibu, CA

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

ACTION  
04/18/13

RECOMMENDATION NO. A.01

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

March 21, 2013

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*Ms. Lieberman made the following changes to the 3/21 minutes:*

- *Page 5, 5 lines down: it should read, "math activities"*
- *Page 35: the teacher who presented was Kitaro Webb.*

MOTION MADE BY: Mr. Patel  
SECONDED BY: Mr. Mechur  
STUDENT ADVISORY VOTE: Aye  
AYES: Five (5) (Dr. Escarce was absent)  
NOES: None (0)  
ABSTAIN: One (1) (Ms. Leon Vazquez)

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## **STUDY SESSION**



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

STUDY SESSION  
04/18/13

STUDY SESSION ITEM NO. S.01

Principals from Roosevelt Elementary School (Natalie Burton), Muir Elementary School (Tristen Komlos), and Olympic High School (Janie Gates) will share substantive, current school information in ten-minute presentations, focusing on the two topics below:

1. A schoolwide success story
2. A challenge or opportunity for growth

\*\*\*\*\*

*Each of the school's presentations can be found under Attachments at the end of these minutes.*

Roosevelt Elementary School

*Ms. Burton answered questions on examining culture shifts and staff development. She provided an update on the collaboration of mathematics CGI with Franklin ES and Rogers ES. Mr. Mechur thanked Ms. Burton for the presentation.*

Olympic High School:

*In response to Mr. de la Torre's question, Dr. Gates explained how students are referred to Olympic HS from Samohi and MHS. .*

Muir Elementary School:

*In response to Mr. Patel's question, Ms. Komlos explained how Muir ES and SMASH share the same campus and professional development services.*



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## **CONSENT ITEMS**



TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

FROM: SANDRA LYON / TERRY DELORIA / 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 2012-2013 budget.

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

<b>Contractor/ Contract Dates</b>	<b>Description</b>	<b>Site</b>	<b>Funding</b>
Family Services of Santa Monica  03/15/13 to 6/11/13  Not to exceed: \$3,000	Provide counseling services for students in all grade levels	Roosevelt	01-90150-0-11100-10000-5802-007-4070
Kathy Cass Contract  03/15/13 to 6/11/13  <i>Amend</i> Increase in funding: \$510.00 Not to exceed: \$3,710. <i>(Original BOE approval on 9/06/12 for \$3,200)</i>	Dance instruction for our Kindergarten students	Roosevelt	01-90150-0-11100-10000-5802-007-4070
Goodwin Proctor, LLP  4 <sup>th</sup> amendment for <u>Contract extension:</u> 7/1/11-6/30/14 <i>(7/1/11--6/30/13 approved on 5/17/12)</i>  <u>Amend not-to-exceed amount:</u> \$150,000 <i>(\$125,000 approved on 5/17/12. (Expenditures to date in 2012-13 have been \$17,623.65)</i>	General legal counsel services – property issues.	Business Services	01-00000-0-00000-73000-5820-050-1500

<p>STAR, Inc.</p> <p>04/12/13 to 5/17/13</p> <p>Not to exceed: \$3,150</p>	<p>Provide enrichment for students identified as GATE</p>	<p>Grant Elementary</p>	<p>89%: 01-00010-0-11100-10000-5802-003-4030 (Tier III)</p> <p>11%: 01-90150-0-11100-10000-5802-003-4030 (PTA)</p>
<p>California Construction Management Inc.</p> <p>July 2012-June 2013</p> <p>Amend amount not to exceed \$155,000 <i>(\$85,000 originally approved on 01/17/13)</i></p>	<p>Solar Project</p> <p>All expenses are being reimbursed by DFX Santa Monica</p>	<p>Districtwide</p>	<p>01-90120-0-00000-82000-5802-050-1500</p>

MOTION MADE BY: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

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

RE: CONFERENCE AND TRAVEL APPROVAL/RATIFICATION

RECOMMENDATION NO. A.03

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

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

<u>AME</u> <u>SITE</u> Account Number Fund – Resource Number	CONFERENCE NAME LOCATION DATE (S)	COST ESTIMATE
<u>CRUZ, Gerardo</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	LACOE Training Downey, CA March 7, 2013	\$30 Mileage Only
<u>CRUZ, Gerardo</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	2013 Annual Unemployment Insurance Workshop Downey, CA March 11, 2013	\$30 Mileage Only
<u>CRUZ, Gerardo</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	HRS Time Reporting and Payroll Processing Downey, CA April 24, 2013	\$30 Mileage Only
<u>CRUZ, Gerardo</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	HRS Cash Collection Downey, CA April 25, 2013	\$30 Mileage Only
<u>DUANE, Janeen</u> Malibu High 01-00010-0-11100-27000-5220-010-4100 General Fund <u>Resource:</u> Tier III	Science Teacher Workshop Santa Barbara, CA March 15, 2013	\$160 +1 Sub
<u>AAS, Kathleen</u> Santa Monica High 01-70900-0-11100-10000-5220-015-4150 General Fund <u>Resource:</u> Economic Impact Aid	Southern California AP Institute Palos Verdes, CA August 5 – 8, 2013	\$700
<u>HO, Pat</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	May Revised Workshop Ontario, CA May 20, 2013	\$160

<u>INATSUGU, Barbara</u> Personnel Commission 01-00000-0-00000-74000-5220-027-2270 General Fund Function: Personnel	CSPCA Anaheim, CA February 21 - 24, 2013	\$250
<u>WHALEY, Tom</u> Ed Services 01-00001-0-17100-10000-5210-030-1300 General Fund Resource: Measure "R"	California All-State Music Educators Conference Fresno, CA February 21 - 24, 2013	\$700

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

<b>Group Conference and Travel: In-State</b>		
* a complete list of conference participants is on file in the Department of Fiscal Services		
<u>BUNAYOG, Jesse</u> <u>PEREZ, Elena</u> Fiscal Services 01-00000-0-00000-73100-5220-051-2510 General Fund- Function: Fiscal Services	Governor's Budget Workshop Downey, CA March 6, 2013	\$30 Mileage Only
<u>DELORIA, Terry</u> <u>+2 Additional Staff</u> Ed Services 01-40450-0-19100-21000-5220-035-1300 General Fund- Resource: Ed-Technology	Education Technology Leaders Network Downey, CA April 11, 2013	\$78
<u>HYATT, Virginia</u> <u>KAMIBAYASHI, Terry</u> Purchasing/Maintenance 01-00000-0-00000-75300-5220-055-2550 General Fund Function: Purchasing	Facilities Network Meeting Downey, CA March 14, 2013	\$30 Mileage Only
<u>KAY, Ben</u> <u>+4 Students</u> Santa Monica High 01-70900-0-11100-10000-5220-015-4150 General Fund- Resource: Economic Impact Aid	Los Angeles County Fair Downey, CA March 22, 2013	\$200 +1 Sub

<b>Out-of-State Conferences: Individual</b>		
<u>CHUNG, Alice</u> Child Development Services 12-52105-0-85000-10000-5220-070-2700 Child Development Fund- Resource: HS-Train and Tech Asst	2 <sup>nd</sup> National Birth to Five/40 <sup>th</sup> Annual NHSA Conference National Harbor, MD April 27 - May 03, 2013	\$3,000

<b>Out-of-State Conferences: Group</b>		
<u>DELORIA, Terry</u> <u>SERRATORE, Rosa</u> Ed Services 01-00000-0-19600-21000-5220-030-1310 General Fund- Function: Supervision of Instruction	National Council of Teachers of Math (NCIM) Denver, CO April 15 – 19, 2013	\$2,500
<u>JUREWICZ, Kristin</u> <u>+4 Additional Staff</u> Adams Middle Expenses to be paid by Science Magnet Booster Parent Group.	National Science Teachers' Association: National Conference San Antonio, TX April 10 – 13, 2013	5 Subs (To be paid from Equity)
<u>MAYORAL, Eva</u> <u>DRESHER, Pam</u> Adams Middle Expenses to be paid by Science Magnet Booster Parent Group.	National Science Teachers' Association: National Conference San Antonio, TX April 10 – 13, 2013	1 Sub (To be paid from Equity)

MOTION MADE BY: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

TO: BOARD OF EDUCATION  
 FROM: SANDRA LYON / TERRY DELORIA  
 RE: OVERNIGHT FIELD TRIP(S) 2012-2013

ACTION/CONSENT  
 04/18/13

RECOMMENDATION NO. A.04

It is recommended that the Board of Education approve the special field trip(s) listed below for students for the 2012-2013 school year. No child will be denied due to financial hardship.

School Grade # students	Destination Dates of Trip	Principal/Teacher	Cost Funding Source	Subject	Purpose Of Field Trip
Santa Monica High 10 <sup>th</sup> - 12 <sup>th</sup> 4	DECA Conference Anaheim, CA 4/23/13-4/28/13	L. Fretz/ M. Shafiey	\$500 per student by parent donation	ROP/ DECA	Students will participate in a business and marketing competition and attend leadership workshops

MOTION MADE BY: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

FROM: SANDRA LYON / TERRY DELORIA / ALICE CHUNG

RE: APPROVAL OF FEE INCREASE FOR THE SCHOOL-AGE/FULL-DAY  
PRESCHOOL PROGRAMS FOR FISCAL YEAR 2013-2014

RECOMMENDATION NO. A.05

It is recommended that the Board of Education approve a fee increase for non-subsidized parents in the School-Age Child Development Programs effective July 1, 2013.

COMMENT: It is a condition of the Funding Terms and State and Federal Programs that parents' fees in the non-subsidized program cannot be less than the daily/monthly reimbursement rate for subsidized families receiving the same services.

**PROPOSED MONTHLY FEE SCHEDULE FOR FY 2013-2014**

<b>Program</b>	<b>Grade</b>	<b>Current</b>	<b>New</b>
Before and After School	K	\$415	\$435
Before and After School (Malibu)	1 - 3 1 - 5	\$375	\$395
A.M. Only	K - 5	\$160	\$170
Early Express	K	\$200	\$225
Full-Day Preschool		\$975	\$1,025

MOTION MADE BY: Ms. Leon-Vazquez

SECONDED BY: Mr. Mechur

STUDENT ADVISORY VOTE: Aye

AYES: All (7)

NOES: (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

FROM: SANDY LYON / TERRY DELORIA / SARA WOOLVERTON

RE: APPROVAL OF SPECIAL EDUCATION CONTRACTS – 2012-2013

RECOMMENDATION NO. A.06

It is recommended that the Board of Education approve the following Special Education Contracts for fiscal year 2012-2013 as follows:

**NPS**

2012-2013 Budget 01-65000-0-57500-11800-5125-043-1400

2012-2013 Budget 01-65000-0-57500-31400-5890-043-1400

Nonpublic School/Agency	SSID	Service Description	Contract Number	Cost Not to Exceed
Summit View Westside School (The Help Group)	9155041301	NPS	#79-SPED13148	\$18,977.00

Amount Budgeted NPS 12/13		\$ 1,800,000
Amount Budgeted Mental Health Services 12/13		\$ 1,200,000
Total Budgeted		\$ 3,000,000
Prior Board Authorization as of 3/21/13		\$ 2,802,307
	Balance	\$ 197,693
Positive Adjustment (See Below)		\$ 0
		\$ 197,693
Total Amount for these Contracts		\$ 18,977
	Balance	\$ 178,716

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 2012-2013 in the amount of \$1,095,398.00 as of 3/21/13					
NPS	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

**NPA**

2012-2013 Budget 01-65000-0-57500-11800-5126-043-1400

Nonpublic School/Agency	SSID	Service Description	Contract Number	Cost Not to Exceed
Augmentative Communication Therapies	6109056764	NPA	#80-SPED13149	\$580.00

Amount Budgeted NPA 12/13		\$ 1,026,000
Prior Board Authorization as of 3/21/13		\$ 1,071,391
	Balance	\$ -45,391
Positive Adjustment (See Below)		\$ 0
		\$ -45,391
Total Amount for these Contracts		\$ 580
	Balance	\$ -45,971

<b>Adjustment</b>					
NPA Budget 01-65000-0-57500-11800-5126-043-1400					
There has been a reduction in authorized expenditures of NPS/NPA contracts for FY 2012-2013 in the amount of \$75,930.00 as of 3/21/13					
<b>NPA</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Reduce (R) Eliminate (E)</b>	<b>Adjusted Amount</b>	<b>Comment</b>

**Instructional Consultants**

2012-2013 Budget 01-65000-0-57500-11900-5802-043-1400

<b>Instructional Consultant</b>	<b>SSID</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Cost Not to Exceed</b>
Leah Ellenberg & Associates	6103199114	Evaluation / Assessment & IEP	#59-SPED13147	\$5,000.00
Kurt Keukes, Ph.D	9168088691	Evaluation / Assessment & IEP	#60-SPED13150	\$5,000.00

Amount Budgeted Instructional Consultants 12/13		\$ 300,000
Prior Board Authorization as of 3/21/13		\$ 396,510
	Balance	\$ -96,510
Positive Adjustment (See Below)		\$ 0
		\$ -96,510
Total Amount for these Contracts		\$ 10,000
	Balance	\$ -106,510

<b>Adjustment</b>					
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 2012-2013 in the amount of \$0 as of 3/21/13					
<b>Instructional Consultant</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Reduce (R) Eliminate (E)</b>	<b>Adjusted Amount</b>	<b>Comment</b>

**Non-Instructional Consultants**

2012-2013 Budget 01-65000-0-57500-11900-5890-043-1400

<b>Non-Instructional Consultant</b>	<b>SSID</b>	<b>Service Description</b>	<b>Contract Number</b>	<b>Cost Not to Exceed</b>

Amount Budgeted Non-Instructional Consultants 12/13		\$ 300,000
Prior Board Authorization as of 3/21/13		\$ 338,382
	Balance	\$ -38,382
Positive Adjustment (See Below)		\$ 0
		\$ -38,382
Total Amount for these Contracts		\$ 0
	Balance	\$ -38,332

<b>Adjustment</b>					
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 2012-2013 in the amount of \$66,900.00 as of 3/21/13					

Non- Instructional Consultant	Service Description	Contract Number	Reduce (R) Eliminate (E)	Adjusted Amount	Comment

**Legal**

2012-2013 Budget 01-65000-0-57500-11900-5820-043-1400

Legal Contractor	Service Description	Contract Number	Cost Not to Exceed

Amount Budgeted Legal Services 12/13		\$ 300,000
Prior Board Authorization as of 3/21/13		<u>150,000</u>
	Balance	\$ 150,000
Adjustments for this period		<u>\$ 0</u>
Total Amount for these Contracts		\$ <u>0</u>
	Balance	\$ 150,000

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 2012-2013 in the amount of \$ 0 as of 3/21/13				
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: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

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

RE: AWARD OF PURCHASE ORDERS – 2012-13

RECOMMENDATION NO. A.07

It is recommended that the Board of Education approve the following Purchase Orders and Changed Purchase Orders from March 12, 2013, through April 8, 2013, for fiscal /13.

MOTION MADE BY: Ms. Leon-Vazquez

SECONDED BY: Mr. Mechur

STUDENT ADVISORY VOTE: Aye

AYES: All (7)

NOES: (0)

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL 18, 2013

PAGE 1

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

PO NO.	VENDOR	DESCRIPTION	LOCATION	AMOUNT	
<u>*** NEW PURCHASE ORDERS ***</u>					
134468	4IMPRINT	SUPPLIES	SANTA MONICA HIGH SCHOOL	3,464.72	R
134555	ABLENET	COMMUNICATION DEVICES	SPECIAL EDUCATION REGULAR YEAR	267.18	R
134347	ACHIEVEMENT PRODUCTS	MAA ORDER-SENSORY SUPPLIES	SPECIAL EDUCATION REGULAR YEAR	505.66	R
134549	ALTA ENVIRONMENTAL	AHERA 3YR RE-INSPECTIONS	FACILITY MAINTENANCE	21,006.60	DF
134556	AMERICAN COUNCIL ON EDUCATION	GED PROCESSING FEES	ADULT EDUCATION CENTER	333.50	A
134573	AMERICAN TIME & SIGNAL CO.	ELECTRICAL SUPPLIES - CLOCKS	FACILITY MAINTENANCE	2,000.00	R
134587	AMTECH ELEVATOR SERVICES	ELEVATOR SAFETY TEXT FRANKLIN	FACILITY MAINTENANCE	1,268.00	R
134660	APPERSON PRINT MANAGEMENT SVCS	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	729.23	R
134025	APPLE COMPUTER CORP	COMPUTERS	LINCOLN MIDDLE SCHOOL	6,209.15	R
134539	APPLE COMPUTER CORP	LAPTOPS/COMPUTERS	JOHN ADAMS MIDDLE SCHOOL	15,913.17	BB
134416	APPLE COMPUTER INC.	MACBOOKS	ROOSEVELT ELEMENTARY SCHOOL	1,793.41	R
134712	ARROWHEAD MOUNTAIN SPRING	DRINKING WATER	CHILD DEVELOPMENT CENTER	400.00	CD
134714	ARROWHEAD MOUNTAIN SPRING	DRINKING WATER	CHILD DEVELOPMENT CENTER	100.00	CD
134715	ARROWHEAD MOUNTAIN SPRING	DRINKING WATER	CHILD DEVELOPMENT CENTER	100.00	CD
134588	ARYA SECURITY SERVICES INC.	FIRE WATCH SECURITY AT GRANT	FACILITY MAINTENANCE	607.25	R
134552	ASSOC OF SCH ADMINISTRATORS	ADVERTISING	PERSONNEL SERVICES	2,800.00	U
134442	AT&T	CISCO EQUIPMENT UPGRADES	JOHN ADAMS MIDDLE SCHOOL	43,589.11	BB
134600	ATLANTIC EXPRESS OF LA INC	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	2,500.00	U
134620	ATLANTIC EXPRESS OF LA INC	FIELD TRIP COSTS - TRANSP.	TRANSPORTATION	362.50	R
134627	ATLANTIC EXPRESS OF LA INC	BUS TRANSPORTATION	WEBSTER ELEMENTARY SCHOOL	340.00	R
134708	ATOMIC LEARNING INC.	License Renewal	SPECIAL EDUCATION REGULAR YEAR	339.98	R
134526	B & H PHOTO VIDEO	CURRICULAR SUPPLIES	SANTA MONICA HIGH SCHOOL	169.73	R
134767	B & H PHOTO VIDEO	PHOTOGRAPHY SUPPLIES	R O P	386.46	R
134282	BARNES & NOBLE/SANTA MONICA	Teacher Books	MCKINLEY ELEMENTARY SCHOOL	1,020.17	R
134483	BARNES & NOBLE/SANTA MONICA	OPEN ORDER/CURR SUP/MATH/ELA	JOHN ADAMS MIDDLE SCHOOL	94.00	R
134484	BARNES & NOBLE/SANTA MONICA	OPEN ORDER/CURR SUP/LANG ARTS	JOHN ADAMS MIDDLE SCHOOL	179.00	R
134420	BENCHMARK EDUCATION COMPANY	EMERGENT/EARLY INFO TEXT SET	SMASH SCHOOL	5,573.48	R
134756	BON AIR INC	REPLACE TRANSFORMERS	MALIBU HIGH SCHOOL	1,090.81	BB
134294	BRANDED CUSTOM SPORTSWEAR	REORDER SPIRIT NIKE TEES	SAMOHI STUDENT STORE	656.20	U
134470	CALIFORNIA OFFICE SYSTEMS INC	ISP CLASSROOM SUPPLIES	OLYMPIC CONTINUATION SCHOOL	208.02	U
134557	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/MATH/TEAM	JOHN ADAMS MIDDLE SCHOOL	225.00	U
134560	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	150.00	R
134636	CALIFORNIA OFFICE SYSTEMS INC	OPEN ORDER/INST SUP/HUM/ELL	JOHN ADAMS MIDDLE SCHOOL	138.00	U
134717	CALIFORNIA OFFICE SYSTEMS INC	FILE CABINETS	CHILD DEVELOPMENT CENTER	14,891.06	D
134669	CAMPUS IMAGE INC.	OPEN ORDER/MUSIC PHOTOS/GIFT	JOHN ADAMS MIDDLE SCHOOL	600.00	R
134732	CARQUEST AUTO PARTS	OPEN ORDER OPERATIONS VEHILCES	GROUNDS MAINTENANCE	700.00	R
134459	CDW-G COMPUTING SOLUTIONS	headphones for testing	CURRICULUM AND IMC	62.63	U
134496	CDW-G COMPUTING SOLUTIONS	SOFTWARE	PURCHASING/WAREHOUSE	77.34	U
134642	CDW-G COMPUTING SOLUTIONS	ADOBE SOFTWARE	CHILD DEVELOPMENT CENTER	77.34	CD
134675	CDW-G COMPUTING SOLUTIONS	Open Supplies	INFORMATION SERVICES	1,500.00	U
134679	CDW-G COMPUTING SOLUTIONS	TRIPP Battery replacements	INFORMATION SERVICES	1,331.34	U
134682	CDW-G COMPUTING SOLUTIONS	Licenses Maintenance	INFORMATION SERVICES	15,249.74	U
134512	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	217.44	U
134602	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	395.37	U
134697	CHAMPION CHEMICAL	CUSTODIAL SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	119.98	R
134704	CHAMPION CHEMICAL	FLOOR WAX	LINCOLN MIDDLE SCHOOL	583.03	R
134590	CHEFS TOYS	VITA MIX BLENDERS FOR SAMOHI	FOOD SERVICES	907.83	F
134491	CHEVRON U.S.A. INC.	MAINTENANCE GAS PURCHASE	FACILITY MAINTENANCE	4,000.00	R
134584	CHOURA EVENTS	GRADUATION CHAIRS	SANTA MONICA HIGH SCHOOL	1,212.50	R

## PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL 18, 2013

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	
134444	CITY OF SANTA MONICA	PARKING PASSES	SANTA MONICA HIGH SCHOOL	40,150.00	BB
134473	CITY OF SANTA MONICA	fencing for batting cage	THEATER OPERATIONS&FACILITY PR	7,005.72	U
134738	CITY OF SANTA MONICA	WATER METER PERMIT	EDISON ELEMENTARY SCHOOL	18,189.23	BB
134739	CITY OF SANTA MONICA	WATER METER PERMIT	EDISON ELEMENTARY SCHOOL	9,552.23	BB
134654	CMI EDUCATION INSTITUTE INC	PROFESSIONAL DEV.MATERIALS	EDISON ELEMENTARY SCHOOL	193.09	U
134547	COLLEGE BOARD	DUES/MEMBERSHIPS	BOE/SUPERINTENDENT	325.00	U
134644	COMTRONICS	WEBSTER AUDITORIUM MIC SYSTEM	THEATER OPERATIONS&FACILITY PR	7,857.86	R
134521	COPYLAND INC	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	162.31	R
134666	CULPEPPER, FLORENCE	REIMBURSE 5TH GR TOUR TEACHER	JOHN ADAMS MIDDLE SCHOOL	151.34	R
134693	D & B POWER ASSOCIATES INC	Maintenance	INFORMATION SERVICES	1,561.00	U
134731	DANIELS TIRE SERVICE	OPEN ORDER OPERATIONS VEHICLES	GROUND MAINTENANCE	500.00	R
134488	DELTA FIRE PROTECTION & EQUIP	5 YR FIRE SPINKLER TEST	FACILITY MAINTENANCE	940.00	R
134671	DELTA FIRE PROTECTION & EQUIP	FIRE SPRINKLER REPAIRS	FACILITY MAINTENANCE	3,155.00	DF
134613	DEMCO INC	LIBRARY SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	257.33	R
134616	DEMCO INC	Library Supplies Open Order	JOHN ADAMS MIDDLE SCHOOL	2,183.69	U
134637	DEMCO INC	OPEN ORDER/INST SUP/TEAM	JOHN ADAMS MIDDLE SCHOOL	79.00	U
134757	DEMPSEY ELECTRIC	ELECTRIC WORK	CHILD DEVELOPMENT CENTER	1,200.00	D
134408	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLY-KEYBOARD	LINCOLN MIDDLE SCHOOL	200.47	U
134646	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	41.82	CD
134719	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	241.75	CD
134623	DOUBLETREE GUEST SUITES-SM	OFFSITE STAFF PARKING	SANTA MONICA HIGH SCHOOL	26,000.00	BB
134758	EAS BOBCAT WORKS INC	DEMO & EXCAVATION	MALIBU HIGH SCHOOL	39,800.00	BB
134618	ELIE,LATRICE	FIRST AID CPR RENEWAL CLASS	TRANSPORTATION	110.00	R
134649	ENABLING DEVICES/TOYS FOR	Sensory Tool for Student	SPECIAL EDUCATION REGULAR YEAR	129.16	R
134609	FAST DEER BUS CHARTER INC	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	1,532.00	U
134545	FEDEX	OTHER OPERATING EXPENSES	BOE/SUPERINTENDENT	400.00	U
134752	FIREMASTER-MASTER FIRE PROTECT	INSTALLATION OF ANSUL SYSTEM	MALIBU HIGH SCHOOL	4,774.65	BB
134522	FIRST 5 SANTA CLARA COUNTY	HEALTH/SAFETY BOOKS	CHILD DEVELOPMENT CENTER	73.22	CD
134736	FLOOR TECH AMERICA INC	LINOLEUM TILE	LINCOLN MIDDLE SCHOOL	4,188.00	BB
134768	FREESTYLE PHOTO SUPPLIES	PHOTOGRAPHY SUPPLIES	R O P	339.72	R
134621	FREY SCIENTIFIC/SCHOOL SPECIAL	INSTRUCTIONAL SUP/SCI MAG	JOHN ADAMS MIDDLE SCHOOL	1,036.54	U
134513	GALE SUPPLY CO	CUSTODIAL SUPPLIES	JOHN MUIR ELEMENTARY SCHOOL	89.41	U
134520	GALE SUPPLY CO	CUSTODIAL	CHILD DEVELOPMENT CENTER	1,066.09	CD
134525	GALE SUPPLY CO	ADDITION TO PO 135241	ADULT EDUCATION CENTER	83.55	A
134564	GALE SUPPLY CO	CUSTODIAL SUPPLIES	SANTA MONICA HIGH SCHOOL	2,672.68	U
134603	GALE SUPPLY CO	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	2,162.68	R
134633	GALE SUPPLY CO	HANDANITIZEW R GEL	WEBSTER ELEMENTARY SCHOOL	124.26	R
134665	GALE SUPPLY CO	CUSTODIAL SUPPLIES	PT DUME ELEMENTARY SCHOOL	616.67	R
134676	GALE SUPPLY CO	CUSTODIAL SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	969.02	R
134698	GALE SUPPLY CO	CUSTODIAL SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	397.38	R
134743	GALE SUPPLY CO	custodial supplies for Barnum	THEATER OPERATIONS&FACILITY PR	45.44	R
134604	GBC/EDUCATION DEPARTMENT	laminating film	GRANT ELEMENTARY SCHOOL	402.92	U
134570	GOLD COAST TOURS	Buses for Field Trip	FRANKLIN ELEMENTARY SCHOOL	5,003.10	R
134563	GOLDEN STAR TECHNOLOGY INC	PROJECTOR BULB	OLYMPIC CONTINUATION SCHOOL	258.70	R
134766	GOLDEN STAR TECHNOLOGY INC	DESKTOP MONITOR FOR DUAL SETUP	PURCHASING/WAREHOUSE	454.43	U
134638	GORLITZ SEWER & DRAIN INC.	PLUMBING SUPPLIES	FACILITY MAINTENANCE	800.00	R
134534	GREAT EDUCATORS LLC	CURRICULUM SUP/HUMANITIES	JOHN ADAMS MIDDLE SCHOOL	109.50	R
134511	HERITAGE FOOD SERVICES GROUP	THERMOSTAT FOR ADAMS WARMER	FOOD SERVICES	310.80	F
134605	HERITAGE FOOD SERVICES GROUP	PART FOR MUIR FREEZER	FOOD SERVICES	360.70	F
134569	HORIZON COACH LINES	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	1,004.40	U

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL 18, 2013

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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	
134702	IDEAL COMPUTER SOUTH	Emergency System Help	INFORMATION SERVICES	235.00	U
134529	INTELLI-TECH	COMPUTERS FOR FACULTY	MALIBU HIGH SCHOOL	14,842.92	R
134639	INTELLI-TECH	COMPUTER REPLACEMENT-PAYROLL	FISCAL SERVICES	1,540.78	R
134673	INTELLI-TECH	Raid Adapter	INFORMATION SERVICES	486.86	U
134684	INTELLI-TECH	Window 8 Laptops	INFORMATION SERVICES	3,103.23	U
134701	INTELLI-TECH	Desktop	INFORMATION SERVICES	1,203.63	U
134657	INTERIOR OFFICE SOLUTIONS	ADDL SERVICES & FURNITURE QTY	JOHN ADAMS MIDDLE SCHOOL	5,291.81	BB
134469	INTERNATIONAL PAPER	PAPER	OLYMPIC CONTINUATION SCHOOL	385.18	R
134664	INTERNATIONAL PAPER	COPIER PAPER	PT DUME ELEMENTARY SCHOOL	1,319.21	R
134577	JOSTENS/DIPLOMAS	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	1,500.00	R
134472	KORADE & ASSOCIATE BUILDERS	GATES & HARDWARE CABRILLO	FACILITY MAINTENANCE	6,970.00	DF
134019	KROLL ONTRACK INC.	Recovery Software	INFORMATION SERVICES	748.50	U
134523	L.A.C.B.D.A.	BILINGUAL DIRECTORS FEE	STATE AND FEDERAL PROJECTS	650.00	R
134764	LAHAV CONSTRUCTION AND	UNDERGROUND MDF WORK	MALIBU HIGH SCHOOL	38,700.00	BB
134718	LAKESHORE CURRICULUM	INSTRUCTIONAL	CHILD DEVELOPMENT CENTER	60.95	CD
134565	LESLIE'S SWIMMING POOL SUPPLY	POOL EQUIPMENT SUPPLIES	FACILITY MAINTENANCE	1,000.00	R
134727	MAGIC WAND COMPANY	OPEN ORDER CUSTODIAL SUPPLIES	GROUNDS MAINTENANCE	400.00	R
134246	MAILROOM FINANCE INC.	POSTAGE	SANTA MONICA HIGH SCHOOL	10,500.00	U
134551	MALIBU TIMES	NEWSPAPER AD	CURRICULUM AND IMC	1,343.00	U
134622	MARTIN AUTOMOTIVE GROUP	OPEN ORDER FOR REPAIR PARTS	TRANSPORTATION	100.00	R
134580	MCDUGAL LITTEL	REFERENCE BOOKS	OLYMPIC CONTINUATION SCHOOL	263.90	U
134222	MICRO BIO-MEDICS/ORDERS	MAINT. PLASTER TRAPS	FACILITY MAINTENANCE	181.11	R
134341	MOBILE MODULAR	23 MONTH LEASE EXTENSION	LINCOLN MIDDLE SCHOOL	151,728.70	BB
134436	MOUNTAIN MATH/LANGUAGE	Teacher Testing Prep Material	MCKINLEY ELEMENTARY SCHOOL	249.50	R
134751	NEIL PERLMUTTER ASSOCIATES	PROFESSIONAL CONSULTATION	BUSINESS SERVICES	50,000.00	R
134530	OLCOTT, PEGGY	PD WORKSHOPS	PACIFIC CHRISTIAN HIGH SCHOOL	1,000.00	R
134716	PALOMINO, DIEGO F	PRESCHOOL CONFENCE	CHILD DEVELOPMENT CENTER	250.00	CD
134409	PCI EDUCATIONAL PUBLISHING	INSTRUCTIONAL SUPPLY	LINCOLN MIDDLE SCHOOL	153.54	U
134568	PLUMBMASTER INC	PLUMBING SUPPLIES	FACILITY MAINTENANCE	3,000.00	R
134754	R.A.P. BOBCAT WORKS INC.	DEMOLITION & TRENCHING	MALIBU HIGH SCHOOL	24,900.00	BB
134670	READ NATURALLY	INST SUP/SPEC ED/READING	JOHN ADAMS MIDDLE SCHOOL	82.46	U
134677	REDWOOD PRESS INC	Envelopes	INFORMATION SERVICES	2,131.97	U
134769	REDWOOD PRESS INC	BUS PASS APPLICATIONS	TRANSPORTATION	510.34	R
134571	REES ELECTRONICS OFFICE	FAX MACHINE FOR TRANSPORTATION	TRANSPORTATION	525.71	R
134707	REGENCY ENTERPRISES INC.	LIGHTS	PT DUME ELEMENTARY SCHOOL	62.13	R
134519	REMOTE SATELITE SYSTEMS	SATELLITE SERVICE	FACILITY MAINTENANCE	1,860.95	U
134585	RICOH BUSINESS SOLUTIONS	COPIER SUPPLIES	SANTA MONICA HIGH SCHOOL	378.87	R
134733	RICOH BUSINESS SOLUTIONS	RICOH B/W COPIER	CHILD DEVELOPMENT CENTER	7,009.10	D
134734	RICOH BUSINESS SOLUTIONS	COPIER MAINT. AGREEMENT	CHILD DEVELOPMENT CENTER	255.00	D
134542	RIFTON EQUIPMENT	Chair for Maverick	SPECIAL EDUCATION REGULAR YEAR	1,427.58	R
134550	RIFTON EQUIPMENT	MAA ORDER PARTS FOR CHAIR	SPECIAL EDUCATION REGULAR YEAR	319.47	R
134207	SAMY'S CAMERA SHOP	PHOTOGRAPHY SUPPLIES	R O P	882.62	R
134330	SANTA MONICA COLLEGE	SPRING BREAK	CHILD DEVELOPMENT CENTER	1,500.00	CD
134575	SANTA MONICA POLICE DEPT	GRADUATION SECURITY	SANTA MONICA HIGH SCHOOL	1,870.00	R
134607	SANTA MONICA POLICE DEPT-ALARM	FALSE ALARM FEES - ADAMS	FACILITY MAINTENANCE	659.44	R
134266	SCHOOL HEALTH CORPORATION	NURSE SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	51.25	R
134574	SCHOOL HEALTH CORPORATION	HEALTH SUPPLIES	SANTA MONICA HIGH SCHOOL	694.11	U
134599	SCHOOL HEALTH CORPORATION	MAA Order	SPECIAL EDUCATION REGULAR YEAR	86.40	R
134161	SCHOOL NURSE SUPPLY INC	nurse supplies	GRANT ELEMENTARY SCHOOL	61.90	R
134558	SCHOOL OUTFITTERS LLC	HEADPHONES FOR READING/TIER II	JOHN ADAMS MIDDLE SCHOOL	151.95	U
134562	SCHOOL SPECIALTY INC	OPEN ORDER/ART SUP/ED FOUND	JOHN ADAMS MIDDLE SCHOOL	1,550.00	R

## PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL 18, 2013

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	
134594	SCHOOL SPECIALTY INC	classroom supplies	GRANT ELEMENTARY SCHOOL	245.29	U
134635	SCHOOL SPECIALTY INC	OPEN ORDER/ART SUP/PTSA	JOHN ADAMS MIDDLE SCHOOL	500.00	R
134688	SCHOOL SPECIALTY INC	Open PO for School Year 12-13	FRANKLIN ELEMENTARY SCHOOL	1,000.00	R
134770	SCHOOL SPECIALTY INC	SANDBOX	CHILD DEVELOPMENT CENTER	439.30	CD
134703	SCSBOA	HONOR PLAQUES	LINCOLN MIDDLE SCHOOL	109.50	R
134493	SEHI COMPUTER PRODUCTS	Office Supplies	SPECIAL EDUCATION REGULAR YEAR	400.00	R
134617	SEHI COMPUTER PRODUCTS	TEACHER LAPTOPS	JOHN ADAMS MIDDLE SCHOOL	7,285.28	BB
134672	SEHI COMPUTER PRODUCTS	PRINTER PAYROLL SUPERVISOR	FISCAL SERVICES	229.57	U
134696	SEHI COMPUTER PRODUCTS	ink, toner	THEATER OPERATIONS&FACILITY PR	614.47	R
134722	SEHI COMPUTER PRODUCTS	BUSINESS OFFICE PRINTER	BUSINESS SERVICES	855.44	U
134415	SHAKESPEARE ENGRAVING	OPEN ORDER: AWARDS & TROPHIES	LINCOLN MIDDLE SCHOOL	1,000.00	R
134630	SHAKESPEARE ENGRAVING	OPEN ORDER/AWARDS/VOCAL MUSIC	JOHN ADAMS MIDDLE SCHOOL	1,000.00	R
134643	SIMON-CAIN, MONICA	REIMBURSEMENT	CHILD DEVELOPMENT CENTER	360.00	CD
134591	SIMPLEXGRINNELL	FIRE ALARM REPAIR CABRILLO	FACILITY MAINTENANCE	188.70	R
134610	SIMPLEXGRINNELL	FIRE ALARMS PARTS - MUIR	FACILITY MAINTENANCE	941.55	R
134481	SMART & FINAL	OPEN ORDER/SUPPLIES/PROJ LEAD	JOHN ADAMS MIDDLE SCHOOL	260.00	R
134645	SMART & FINAL	OPEN ORDER/MILK SUBSTITUTES	CHILD DEVELOPMENT CENTER	200.00	CD
134711	SMART & FINAL	OPEN ORDER	CHILD DEVELOPMENT CENTER	1,000.00	CD
134553	SMART & FINAL #315	OPEN ORDER FOR SMART & FINAL	CURRICULUM AND IMC	300.00	R
134721	SMITH, BRADFORD	INSTRUCTIONAL MATERIALS	ADULT EDUCATION CENTER	150.00	A
134729	SO CAL TRACTOR SALES	OPEN ORDER OPERATIONS VEHICLES	GROUNDS MAINTENANCE	300.00	R
134663	SOS SURVIVAL PRODUCTS INC	EARTHQUAKE SUPPLIES	LINCOLN MIDDLE SCHOOL	3,143.77	R
134515	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	202.65	U
134578	SOUTHWEST SCHOOL SUPPLY	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	93.68	R
134595	SOUTHWEST SCHOOL SUPPLY	classroom supplies	GRANT ELEMENTARY SCHOOL	74.14	U
134746	STAPLES BUSINESS ADVANTAGE	SUPPLIES & MATERIALS	ADULT EDUCATION CENTER	300.00	A
134759	STAPLES BUSINESS ADVANTAGE	CALCULATORS	SANTA MONICA HIGH SCHOOL	1,324.95	R
134561	STAPLES/P-U/SANTA MONICA/WILSH	OPEN ORDER/INST SUP/COUNSELING	JOHN ADAMS MIDDLE SCHOOL	205.00	U
134652	STAPLES/P-U/SANTA MONICA/WILSH	SMARTER THAN A 5TH GR SUPPLIES	EDISON ELEMENTARY SCHOOL	150.00	R
134658	STAPLES/P-U/SANTA MONICA/WILSH	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	400.00	R
134479	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	305.00	U
134480	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INS SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	185.00	R
134485	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/LA/MATH/T	JOHN ADAMS MIDDLE SCHOOL	214.00	U
134486	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/ELA/TEAM	JOHN ADAMS MIDDLE SCHOOL	179.00	U
134559	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	63.00	R
134579	STAPLES/P-U/VENICE/LINCOLN BL	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
134589	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/SPEC ED	JOHN ADAMS MIDDLE SCHOOL	252.00	U
134606	STAPLES/P-U/VENICE/LINCOLN BL	OPEN PURCHASE ORDER	OLYMPIC CONTINUATION SCHOOL	200.00	R
134634	STAPLES/P-U/VENICE/LINCOLN BL	OPEN ORDER/INST SUP/VALUED YTH	JOHN ADAMS MIDDLE SCHOOL	200.00	R
134413	STAPLES/P-U/WLA/CUST#240174490	classroom supplies	GRANT ELEMENTARY SCHOOL	100.00	U
134596	STAPLES/P-U/WLA/CUST#240174490	classroom supplies	GRANT ELEMENTARY SCHOOL	260.00	U
134625	STATE OF CALIFORNIA	PLAN REVIEW FEE	LINCOLN MIDDLE SCHOOL	16,660.00	BB
134503	STENHOUSE PUBLISHERS	2 DVDs	FRANKLIN ELEMENTARY SCHOOL	445.81	U
133339	SWENSON, JONI	Reimbursement for Music	CURRICULUM AND IMC	340.00	R
134388	SYLVAN LEARNING CENTER	tutoring services	STATE AND FEDERAL PROJECTS	722.20	R
134499	TARGET STORES	CLASSROOM SUPPLIES	SANTA MONICA HIGH SCHOOL	100.00	R
134254	TEXTBOOK WAREHOUSE INC.	Teacher's Edition 7th grade	JOHN ADAMS MIDDLE SCHOOL	207.94	U
134433	TEXTBOOK WAREHOUSE INC.	Teacher Book Request	MCKINLEY ELEMENTARY SCHOOL	50.15	R
134464	TIETZE, BRANDON	RATERS' SUPPLY	PERSONNEL COMMISION	700.00	U
134489	TORRANCE UNIFIED SCHOOL DIST	APRONS	FOOD SERVICES	85.41	F
134338	TOSHIBA	COMPUTER SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	1,000.00	R

PURCHASE ORDERS TO BE APPROVED AT THE BOARD MEETING OF APRIL 18, 2013

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	
134458	TUMBLEWEED TRANSPORTATION	TRANSPORTATION	SANTA MONICA HIGH SCHOOL	773.50	U
134355	TURF TEAM INC.	Turf-Sports fields	THEATER OPERATIONS&FACILITY PR	2,200.00	U
134524	TYCO INTEGRATED SECURITY	PANIC BUTTON INSTALL AT SCHOOL	FACILITY MAINTENANCE	11,904.37	DF
134685	U S BANK (GOVT CARD SERVICES)	Various:meeting/software	INFORMATION SERVICES	598.16	U
134687	U S BANK (GOVT CARD SERVICES)	Semimar	INFORMATION SERVICES	256.00	U
134689	U S BANK (GOVT CARD SERVICES)	Software	INFORMATION SERVICES	348.00	U
134614	ULINE SHIPPING SUPPLIES	OPERATIONS SUPPLIES	FACILITY OPERATIONS	166.40	U
134592	UNIT CHEMICAL CORP	OPERATIONS CUSTODIAL SUPPLIES	GROUNDS MAINTENANCE	1,568.59	R
134495	W.W. GRAINGER INC.	Back Supports	SPECIAL EDUCATION REGULAR YEAR	50.00	R
134601	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	WILL ROGERS ELEMENTARY SCHOOL	137.60	U
134678	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	MCKINLEY ELEMENTARY SCHOOL	557.57	R
134699	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	ROOSEVELT ELEMENTARY SCHOOL	217.07	R
134706	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	PT DUME ELEMENTARY SCHOOL	635.91	R
134535	WESTERN FENCE & SUPPLY CO	CHAIN LINK FENCE & GATE	FACILITY MAINTENANCE	4,136.00	DF
134543	WESTERN FENCE & SUPPLY CO	GATE REPAIR	CHILD DEVELOPMENT CENTER	2,328.00	CD
134619	YATES-LOMAX, KATHY	FIRST AID/CPR RENEWAL CLASS	TRANSPORTATION	110.00	R
				** NEW PURCHASE ORDERS	761,626.28

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

134763	ARCHITECTURAL SIGN IDENTITY	SIGNAGE	CHILD DEVELOPMENT CENTER	385.12	BB
134661	CALIFORNIA OFFICE SYSTEMS INC	ADA COUNTER AND OFFICE	CHILD DEVELOPMENT CENTER	10,308.38	BB
134728	CLARK SECURITY	DOOR LOCK	CHILD DEVELOPMENT CENTER	519.80	BB
134668	CWC EQUIPMENT & DESIGN	BLINDS	CHILD DEVELOPMENT CENTER	854.00	BB
134582	DEMPSEY ELECTRIC	PARKING LOT LIGHTING	CHILD DEVELOPMENT CENTER	22,053.06	BB
134747	KI	FURNITURE	CHILD DEVELOPMENT CENTER	12,509.44	BB
134753	LA PROS INC.	BIN REMOVAL	CHILD DEVELOPMENT CENTER	2,000.00	BB
134741	NAYLOR PAINT & WALLCOVERING	FLOOR STAIN	CHILD DEVELOPMENT CENTER	4,232.19	BB
134640	PIANA CONSTRUCTION &	PAINTING	CHILD DEVELOPMENT CENTER	6,057.00	BB
134641	PRESTIGE STRIPING SERVICE	PARKING LOT STRIPING	CHILD DEVELOPMENT CENTER	6,095.00	BB
134735	PRESTIGE STRIPING SERVICE	PARKING LOT NUMBERING	CHILD DEVELOPMENT CENTER	650.00	BB
134749	PRESTIGE STRIPING SERVICE	SANDBLASTING & STRIPING	WEBSTER ELEMENTARY SCHOOL	12,055.00	BB
134750	PRESTIGE STRIPING SERVICE	PARKING LOT SEALER	CHILD DEVELOPMENT CENTER	5,345.00	BB
134723	SO CAL SANITATION LLC	SAFETY FENCE	WEBSTER ELEMENTARY SCHOOL	2,608.65	BB
134737	SO CAL SANITATION LLC	TEMPORARY FENCE RENTAL	CHILD DEVELOPMENT CENTER	175.62	BB
134740	SO CAL SANITATION LLC	FENCING	WEBSTER ELEMENTARY SCHOOL	16,790.22	BB
134538	SOUTH BAY LANDSCAPING	LANDSCAPING	CHILD DEVELOPMENT CENTER	39,775.00	BB
				** FACILITY IMPROVEMENTS: BONDS/STATE MODERNIZATON/NEW CONSTRUCTION/DEVELOPER FEES	142,413.48

TO: BOARD OF EDUCATION  
FROM: SANDRA LYON / JANECE L. MAEZ / PAT HO  
RE: ACCEPTANCE OF GIFTS – 2012/2013

ACTION/CONSENT  
04/18/13

RECOMMENDATION NO. A.08

It is recommended that the Board of Education accept, with gratitude, checks and gifts totaling \$57,832.68 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 2012-2013 income and appropriations by \$57,832.68 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](http://www.smmusd.org).

MOTION MADE BY: Ms. Leon-Vazquez  
SECONDED BY: Mr. Mechur  
STUDENT ADVISORY VOTE: Aye  
AYES: All (7)  
NOES: (0)

School/Site		Equity Fund	In-kind Value	Donor	Purpose
Account Number		15% Contrib.			
<b>JAMS</b>	\$ 3,315.00	\$ 585.00		US International Education Center	General Supplies and Materials
01-90120-0-00000-00000-8699-011-0000	\$ 750.00	\$ -		Guido Lamell Fine String	Field Trip
	\$ 500.00	\$ -		Time Warner Employee Grant Program	Field Trip
<b>Adult Education</b>					
11-90120-0-00000-00000-8699-090-0000					
<b>Alternative (SMASH)</b>					
01-90120-0-00000-00000-8699-009-0000					
<b>Cabrillo</b>	\$ 185.00	\$ -		Various Parents	Field Trip
01-90120-0-00000-00000-8699-017-0000	\$ 40.00	\$ -		Various Parents	Field Trip
<b>CDS</b>					
12-90120-0-00000-00000-8699-070-0000					
<b>Edison</b>					
01-90120-0-00000-00000-8699-001-0000					
<b>Franklin</b>					
01-90120-0-00000-00000-8699-002-0000					
<b>Grant</b>					
01-90120-0-00000-00000-8699-003-0000					
<b>Lincoln</b>					
01-90120-0-00000-00000-8699-012-0000					
<b>Malibu High School</b>					
01-90120-0-00000-00000-8699-010-0000					
<b>McKinley</b>	\$ 2,900.00	\$ -		Various	General Supplies and Materials
01-90120-0-00000-00000-8699-004-0000	\$ 410.00	\$ -		Various	Field Trip
<b>Muir</b>					
01-90120-0-00000-00000-8699-005-0000					
<b>Olympic HS</b>					
01-90120-0-00000-00000-8699-014-0000					
<b>Rogers</b>	\$ 600.00	\$ -		Heal The Bay	Field Trip
01-90120-0-00000-00000-8699-006-0000					

School/Site	Gift Amount	Equity Fund	In-kind Value	Donor	
Account Number	15% Contrib.				
<b>Roosevelt</b>					
01-90120-0-00000-00000-8699-007-0000					
<b>Samohi</b>					
01-90120-0-00000-00000-8699-015-0000					
<b>Barnum Hall</b>					
01-91150-0-00000-00000-8699-000-0000					
<b>Pt. Dume Marine Science</b>					
01-90120-0-00000-00000-8699-019-0000					
<b>Webster</b>					
01-90120-0-00000-00000-8699-008-0000					
<b>Others:</b>					
<b>Superintendent's Office</b>					
01-90120-0-00000-00000-8699-020-0000					
<b>Educational Services</b>	\$ 27,157.23	\$ -		Various	General Supplies and Materials
01-90120-0-00000-00000-8699-030-0000	\$ 10,129.00	\$ -		Various	General Supplies and Materials
	\$ 3,786.75	\$ -		Various	General Supplies and Materials
	\$ 1,950.00	\$ -		Various	General Supplies and Materials
	\$ 1,711.00	\$ -		Various	General Supplies and Materials
	\$ 1,445.00	\$ -		Various	General Supplies and Materials
	\$ 1,200.00	\$ -		Various	General Supplies and Materials
	\$ 547.70	\$ -		Various	General Supplies and Materials
	\$ 360.00	\$ -		Various	General Supplies and Materials
	\$ 261.00	\$ -		Various	General Supplies and Materials
<b>Student &amp; Family Services</b>					
01-90120-0-00000-00000-8699-040-0000					
<b>Special Education</b>					
01-90120-0-00000-00000-8699-044-0000					
<b>Information Services</b>					
01-90120-0-00000-0000-8699-054-0000					
<b>Food and Nutrition Services</b>					
01-90120-0-00000-0000-8699-057-0000					
<b>District</b>					
01-90120-0-00000-00000-8699-090-0000					
<b>TOTAL</b>	<b>\$ 57,247.68</b>	<b>\$ 585.00</b>	<b>\$ -</b>		

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
<b>JAMS</b> 01-90120-0-00000-00000-8699-011-0000	\$ 53,301.11	\$ 4,565.00	\$ 585.00	\$ 58,451.11			\$ -
<b>Adult Education</b> 11-90120-0-00000-00000-8699-090-0000				\$ -			\$ -
<b>Alternative (SMASH)</b> 01-90120-0-00000-00000-8699-009-0000				\$ -			\$ -
<b>Cabrillo</b> 01-90120-0-00000-00000-8699-017-0000	\$ 11,509.23	\$ 225.00	\$ -	\$ 11,734.23			\$ -
<b>CDS</b> 12-90120-0-00000-00000-8699-070-0000	\$ 1,333.37			\$ 1,333.37	\$ 40.00		\$ 40.00
<b>Edison</b> 01-90120-0-00000-00000-8699-001-0000	\$ 808.38			\$ 808.38			\$ -
<b>Franklin</b> 01-90120-0-00000-00000-8699-002-0000	\$ 3,325.54			\$ 3,325.54			\$ -
<b>Grant</b> 01-90120-0-00000-00000-8699-003-0000				\$ -			\$ -
<b>Lincoln</b> 01-90120-0-00000-00000-8699-012-0000	\$ 54,867.91			\$ 54,867.91			\$ -
<b>Malibu High School</b> 01-90120-0-00000-00000-8699-010-0000 <i>Malibu Shark Fund - Resource #90141</i>	\$ 39,816.80			\$ 39,816.80			\$ -
<b>McKinley</b> 01-90120-0-00000-00000-8699-004-0000	\$ 26,423.49	\$ 3,310.00	\$ -	\$ 29,733.49			\$ -
<b>Muir</b> 01-90120-0-00000-00000-8699-005-0000	\$ 50.00			\$ 50.00			\$ -
<b>Olympic HS</b> 01-90120-0-00000-00000-8699-014-0000	\$ 10,200.00			\$ 10,200.00			\$ -
<b>Rogers</b> 01-90120-0-00000-00000-8699-006-0000	\$ 21,889.75	\$ 600.00	\$ -	\$ 22,489.75			\$ -
<b>Roosevelt</b> 01-90120-0-00000-00000-8699-007-0000	\$ 4,368.03			\$ 4,368.03			\$ -
<b>Samohi</b> 01-90120-0-00000-00000-8699-015-0000	\$ 14,906.63			\$ 14,906.63			\$ -
<b>Pt. Dume Marine Science</b> 01-90120-0-00000-00000-8699-019-0000				\$ -			\$ -
<b>Webster</b> 01-90120-0-00000-00000-8699-008-0000				\$ -	\$ 3,241.00		\$ 3,241.00

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
<b>ALL OTHER LOCATIONS:</b>							
<b>Superintendent's Office</b> 01-90120-0-00000-00000-8699-020-0000				\$ -			\$ -
<b>Educational Services</b> 01-90120-0-00000-00000-8699-030-0000	\$ 41,813.73	\$ 48,547.68		\$ 90,361.41			\$ -
<b>Student and Family Support Services</b> 01-90120-0-00000-00000-8699-041-0000				\$ -			\$ -
<b>Special Education</b> 01-90120-0-00000-00000-8699-044-0000				\$ -			\$ -
<b>Information Services</b> 01-90120-0-00000-00000-8699-054-0000				\$ -			\$ -
<b>District</b> 01-90120-00000-0-00000-8699-090-0000				\$ -	\$ 1,300.00		\$ 1,300.00
<b>Food &amp; Nutrition Services</b> 01-90120-0-00000-00000-8699-070-0000				\$ -			\$ -
<b>TOTAL GIFTS</b>	<b>\$ 284,613.97</b>	<b>\$ 57,247.68</b>	<b>\$ 585.00</b>	<b>\$ 342,446.65</b>	<b>\$ 4,581.00</b>	<b>\$ -</b>	<b>\$ 4,581.00</b>
			<b>Total Equity Fund 15% Contribs.</b>				
<b>Total Cash Gifts for District:</b>		<b>\$ 57,247.68</b>	<b>\$ 585.00</b>		<b>Total In-Kind Gifts:</b>	<b>\$ -</b>	

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

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

RE: AMENDMENT TO CONTRACT – LEASE LEASEBACK – JOHN ADAMS MIDDLE SCHOOL – REPLACEMENT OF CLASSROOM BUILDINGS E, F, & G, NEW ADMINISTRATION, MODERNIZATION & SITE IMPROVEMENTS (PACKAGE 2B) – SWINERTON BUILDERS – MEASURE BB

RECOMMENDATION NO. A.09

It is recommended that the Board of Education approve Change Order No. 11 for the Lease Leaseback – John Adams Middle School – Replacement of Classroom Building E, F & G, New Administration, Modernization and Site Improvements Project (Package 2B) to Swinerton Builders, for an amount of \$91,989.49 for a total contract amount of \$12,705,289.23 and 0 days of schedule impact.

Funding Information

Budgeted: No  
Fund: 82  
Source: Measure BB  
Account Number: 82-90500-0-00000-85000-6200-011-2600  
Budget Category: Hard Costs/Construction/Construction Contracts  
DSA #: 03-112808  
Friday Memo: 4/12/13

COMMENTS: On July 20, 2011, the Santa Monica-Malibu Unified School District Board of Education awarded Swinerton Builders the lease leaseback contract for the John Adams Middle School – Replacement of Classroom Building E, F & G, New Administration, Modernization and Site Improvements Project in the amount of \$11,728,854.

Change Order No. 11 includes seventeen (17) items related to additional scope of work totaling \$81,575.37 and three (3) items related to unforeseen conditions totaling \$10,414.12 for a total Change Order amount of \$91,989.49.

Change Order No. 11 will be funded by the Program Reserve as allocated for John Adams Middle School. The contract duration will remain unchanged on the John Adams Middle School – Replacement of Classroom Building E, F, & G, New Administration, Modernization and Site Improvements Project.

*(continued on next page)*

Change Order No. 11 (CO-11) includes the following changes to the terms of the contract:

ORIGINAL CONTRACT AMOUNT	\$11,728,854.00
CHANGE ORDER NO. 1	\$106,339.03
CHANGE ORDER NO. 2	\$15,787.16
CHANGE ORDER NO. 3	\$25,369.51
CHANGE ORDER NO. 4	\$52,926.56
CHANGE ORDER NO. 5	\$47,660.21
CHANGE ORDER NO. 6	\$120,782.00
CHANGE ORDER NO. 7	\$44,962.23
CHANGE ORDER NO. 8	\$103,655.24
CHANGE ORDER NO. 9	\$172,524.08
CHANGE ORDER NO. 10	\$194,439.72
CHANGE ORDER NO. 11	\$91,989.49
<hr/> TOTAL CONTRACT	<hr/> \$12,705,289.23

Change Order No. 11 (CO-11) includes no increase to the contract time:

ORIGINAL CONTRACT AMOUNT	465 Days
CHANGE ORDER NO. 1	0 Days
CHANGE ORDER NO. 2	0 Days
CHANGE ORDER NO. 3	0 Days
CHANGE ORDER NO. 4	0 Days
CHANGE ORDER NO. 5	0 Days
CHANGE ORDER NO. 6	0 Days
CHANGE ORDER NO. 7	0 Days
CHANGE ORDER NO. 8	0 Days
CHANGE ORDER NO. 9	0 Days
CHANGE ORDER NO. 10	6 Days
CHANGE ORDER NO. 11	0 Days
<hr/> TOTAL CONTRACT AMOUNT	<hr/> 471 DAYS

A Friday Memo accompanies this item.

MOTION MADE BY: Ms. Leon-Vazquez  
SECONDED BY: Mr. Mechur  
STUDENT ADVISORY VOTE: Aye  
AYES: All (7)  
NOES: (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

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

RE: CONTRACT AMENDMENT #2 FOR TESTING AND SPECIAL INSPECTION SERVICES – SANTA MONICA HIGH SCHOOL – SCIENCE AND TECHNOLOGY BUILDING AND SITE IMPROVEMENTS – CALIFORNIA TESTING AND INSPECTIONS, INC. – MEASURE BB

RECOMMENDATION NO. A.10

It is recommended that the Board of Education approve Contract Amendment #02 to CALIFORNIA TESTING AND INSPECTIONS, INC. for additional Testing and Special Inspection Services for the Santa Monica High School Science and Technology Building and Site Improvement Project for an amount not to exceed \$335,000.00, for a total contract amount of \$840,227.00, to allow us to continue testing services for the Science and Technology Building.

Funding Information

Budgeted: Yes  
Fund: 21  
Source: Measure BB  
Account Number: 82-90500-0-00000-85000-5802-015-2600  
Budget Category: Soft Costs/Tests & Inspection/Materials Lab  
Friday Memo: Yes, 4/12/2013

COMMENTS: CALIFORNIA TESTING AND INSPECTIONS, INC. is providing Testing and Special Inspection Services for the Santa Monica High School Science and Technology Building and Site Improvement Project. A contract was approved on December 15, 2011 for an amount of \$461,072 for this scope. Contract Amendment #01 was approved on June 27, 2012 for an amount for \$44,155.00. The original proposal did not include costs summarized as follows:

- Out-of-state charges and overtime charges, which will be reimbursed by the Developer/Contractor in accordance with the language of the lease-leaseback agreement.
- The size of the steel fabricator's site and the use of multiple fabrication sites, which led to the need for more inspectors than originally anticipated by CTI, Inc.
- Field welding (instead of shop welding) of reinforcing steel to column base plates. Field welding, in a less controlled environment, takes much more time than shop welding in a controlled environment.
- The need to revise welding details at certain locations that changed inspection requirements from periodic inspection to continuous inspection. Steel had been fabricated within specified tolerances.

Contract Amendment #02 is for the continuing scope described above which have necessitated significant additional welding inspections for the project. The estimated additional fees required to service the project have resulted in additional costs of \$335,000.00, a portion of which will be reimbursed by the Contractor/Developer at the end of the project. There are sufficient funds in the soft cost to cover this request.

To ensure prompt payment to the consultant and to allow no interruption to required testing, we recommend that the Board of Education approve this amendment. The revised contract total will be \$840,227.00. A future board item with a final amendment will be brought forth capturing final inspection costs.

ORIGINAL CONTRACT – Samohi Testing and Special Inspections	\$461,072.00
CONTRACT AMENDMENT #01	\$44,155.00
CONTRACT AMENDMENT #02	\$335,000.00
<hr/> TOTAL:	<hr/> \$840,227.00

MOTION MADE BY: Ms. Leon-Vazquez  
SECONDED BY: Mr. Mechur  
STUDENT ADVISORY VOTE: Aye  
AYES: All (7)  
NOES: (0)

TO: BOARD OF EDUCATION

ACTION/CONSENT

04/18/13

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

RE: CONTRACT AMENDMENT #25 FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES – SANTA MONICA HIGH SCHOOL SCIENCE AND TECHNOLOGY BUILDING AND SITE IMPROVEMENT PROJECT – R. L. BINDER FAIA ARCHITECTS, LLP – MEASURE BB

RECOMMENDATION NO. A.11

It is recommended that the Board of Education approve Contract Amendment #25 to RL Binder FAIA Architects, LLP (RL Binder) for additional architectural/engineering design services for the Santa Monica High School Science & Technology Building and Site Improvements Project in an amount not to exceed \$10,824.00 for a total contract amount of \$7,579,043.

Funding Information

Budgeted: Yes  
Fund: 82  
Source: Measure BB  
Account Number: 82-90500-0-00000-85000-5802-015-2600  
DSA#: 03-113443  
Description: Soft Costs/Design/Architects  
Friday Memo: 04/12/2013

COMMENTS: RL Binder was selected to provide a proposal for these design services because they have previously prepared all the architectural/engineering design for the project.

RL Binder will coordinate additional site visits by the structural engineer as requested by the Contractor/Developer that exceed the structural engineer's contracted number of site visits; and coordinate the structural engineer's detailing as requested by the Contractor. Any contractor expenses will be reimbursed to the District.

This Contract Amendment #25, for \$10,824, is for additional design services for the Santa Monica High School Science & Technology Building and Site Improvement Project. The revised contract total will be \$7,579,043. There are sufficient funds in the soft cost budget to fund the this work.

*(Continued on next page)*

ORIGINAL CONTRACT AMOUNT	\$1,209,688
CONTRACT AMENDMENT #1 & 2 (Siting Study)	\$180,000
CONTRACT AMENDMENT #3 (not issued)	\$0
CONTRACT AMENDMENT #4 (Programming additional services)	\$209,244
CONTRACT AMENDMENT #5 (DD/CD/CA)	\$4,878,954
CONTRACT AMENDMENT #6 (Fire protection design)	\$36,720
CONTRACT AMENDMENT #7 (Revision to siting study)	\$11,000
CONTRACT AMENDMENT #8 (Mechanical cooling design)	\$25,300
CONTRACT AMENDMENT #9 (Geotech revisions impact)	<del>\$54,720</del> \$38,708
CONTRACT AMENDMENT #10 (50% CD review comments) Study #1	\$3,120
CONTRACT AMENDMENT #11 (50% CD review comments) Study #2&#3	\$31,333
CONTRACT AMENDMENT #12 (50% CD review comments) Study #4	\$61,800
CONTRACT AMENDMENT #13 (50% CD review comments) Study #5	\$127,975
CONTRACT AMENDMENT #17 (1500kW Transformer)	\$73,299
CONTRACT AMENDMENT #20 (Unforeseen utility & fence re-design)	\$31,742
CONTRACT AMENDMENT #21 (Substitution)	\$6,036
CONTRACT AMENDMENT #22 (Phase 2 Area design)	\$231,900
CONTRACT AMENDMENT #23 (Re-Orientation & Electrical Transformer)	\$339,422
CONTRACT AMENDMENT #24 (Additional Arch./Eng. design services)	\$71,978
CONTRACT AMENDMENT #25 (Additional Arch./Eng. design services)	\$10,824
<u>TOTAL CONTRACT</u>	<u>\$7,579,043</u>

R. L. BINDER FAIA ARCHITECTS, LLP AMENDMENTS UNDER SEPARATE FUNDING SOURCE

CONTRACT AMENDMENT #14 (Siting study II)	\$153,950
CONTRACT AMENDMENT #15 (CCJUP Siting Study 2)	\$0
CONTRACT AMENDMENT #16 (APEOP Synthetic Turf Field)	\$63,486
CONTRACT AMENDMENT #18 (CCJUP MOU#2 Storm Drain)	\$8,750
CONTRACT AMENDMENT #19 (CCJUP MOU#2 Storm Drain)	\$3,910
<u>TOTAL CONTRACT</u>	<u>\$230,096</u>

A Friday Memo accompanies this board item.

MOTION MADE BY: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

TO: BOARD OF EDUCATION  
 FROM: SANDRA LYON / DEBRA MOORE WASHINGTON  
 RE: CERTIFICATED PERSONNEL – Elections, Separations

ACTION/CONSENT  
 04/18/13

RECOMMENDATION NO. A.12

Unless otherwise noted, all items are included in the 2012/2013 approved budget.

**ADDITIONAL ASSIGNMENTS**

**CHILD DEVELOPMENT SERVICES**

Lindemann, Maya	64 hrs @ \$40.38	3/25/13-4/5/13	<u>Own Hrly/\$2,584</u>
		TOTAL OWN HOURLY	\$2,584

Comment: Spring Break Assignment  
 12-Head Start - Basic

Arleta-DeJacome, Gabriela	64 hrs @ \$30.25	3/25/13-4/5/13	Own Hrly/\$1,936
Cerrato, Wendy	64 hrs @ \$29.48	3/25/13-4/5/13	Own Hrly/\$1,887
Cueva, Leonardo	64 hrs @ \$23.02	3/25/13-4/5/13	Own Hrly/\$1,473
Gonzalez, Yolanda	64 hrs @ \$29.49	3/25/13-4/5/13	Own Hrly/\$1,887
Henry, Cassy	64 hrs @ \$30.96	3/25/13-4/5/13	Own Hrly/\$1,981
Heberg, Joan	64 hrs @ \$33.12	3/25/13-4/5/13	Own Hrly/\$2,120
McGowan, JoAnne	64 hrs @ \$25.78	3/25/13-4/5/13	Own Hrly/\$1,650
Norodom, Pachapor	64 hrs @ \$29.88	3/25/13-4/5/13	Own Hrly/\$1,912
Patton, Roxana	64 hrs @ \$31.18	3/25/13-4/5/13	<u>Own Hrly/\$1,996</u>
		TOTAL OWN HOURLY	\$16,842

Comment: Spring Break Assignment  
 12-Tier III Program Cat Flex

Alidina, Jamila	64 hrs @ \$31.18	3/25/13-4/5/13	Own Hrly/\$1,996
Barba, Yesenia	64 hrs @ \$27.33	3/25/13-4/5/13	Own Hrly/\$1,749
Enriquez, Maria	64 hrs @ \$31.18	3/25/13-4/5/13	Own Hrly/\$1,996
Gluck, Heidi	64 hrs @ \$34.40	3/25/13-4/5/13	Own Hrly/\$2,202
Martinez, Emelita	64 hrs @ \$35.52	3/25/13-4/5/13	Own Hrly/\$2,273
Meek, Dorie	64 hrs @ \$30.96	3/25/13-4/5/13	Own Hrly/\$1,981
Olliff, Elizabeth	64 hrs @ \$31.18	3/25/13-4/5/13	Own Hrly/\$1,996
Proctor, Valerii	64 hrs @ \$28.77	3/25/13-4/5/13	Own Hrly/\$1,841
Rodriguez, Claudia	64 hrs @ \$31.18	3/25/13-4/5/13	Own Hrly/\$1,996
Rodriguez, Melinda	64 hrs @ \$29.49	3/25/13-4/5/13	Own Hrly/\$1,887
Rosas-Lopez, Cecelia	64 hrs @ \$25.78	3/25/13-4/5/13	Own Hrly/\$1,650
Simpson, Darlene	64 hrs @ \$30.56	3/25/13-4/5/13	Own Hrly/\$1,956
Smith, Courtnee	64 hrs @ \$26.96	3/25/13-4/5/13	<u>Own Hrly/\$1,725</u>
		TOTAL OWN HOURLY	\$25,248

Comment: Spring Break Assignment  
 12-CA State Preschool Prog

Castellon, Emma	64 hrs @ \$25.78	3/25/13-4/5/13	Own Hrly/\$1,650
Douglas, Jennifer	64 hrs @ \$33.33	3/25/13-4/5/13	Own Hrly/\$2,133
Jaye, Susan	64 hrs @ \$31.18	3/25/13-4/5/13	Own Hrly/\$1,996
Langley, Zoe	64 hrs @ \$23.63	3/25/13-4/5/13	Own Hrly/\$1,512
Mercier, Alisha	64 hrs @ \$32.72	3/25/13-4/5/13	Own Hrly/\$2,094
Yadegari, Sholeh	64 hrs @ \$25.78	3/25/13-4/5/13	<u>Own Hrly/\$1,650</u>
		TOTAL OWN HOURLY	\$11,035

Comment: Spring Break Assignment  
 12-Unrestricted Resource

GRANT ELEMENTARY SCHOOL

Hopkins, Miriam 12 hrs @\$40.46

3/11/13-4/26/13

Est Hrly/\$486

TOTAL ESTABLISHED HOURLY

\$486

Comment: Intervention Classes  
01-Tier III Programs Cat Flex

Croft, Susan 6.75 hrs @\$40.46  
Donovan, Michael 2.25 hrs @\$40.46  
Hynding, Sheri 2.25 hrs @\$40.46  
Kooy, Tracy 2.25 hrs @\$40.46  
Smith, Shelley 2.25 hrs @\$40.46  
Ware, Andrea 6.75 hrs @\$40.46

2/5/13-3/16/13  
2/21/13-3/13/13  
2/26/13-3/7/13  
2/12/13-3/12/13  
2/14/13-3/14/13  
2/7/13-3/16/13

Est Hrly/\$273  
Est Hrly/\$ 91  
Est Hrly/\$ 91  
Est Hrly/\$ 91  
Est Hrly/\$ 91  
Est Hrly/\$273

TOTAL ESTABLISHED HOURLY

\$910

Comment: Math Olympiad  
01-Tier III Programs Cat Flex

LINCOLN MIDDLE SCHOOL

Catanzano, Linda 3 hrs @\$40.46  
Greenfield, Sara 3 hrs @\$40.46  
Hart, Sharon 3 hrs @\$40.46  
Hartson, Elizabeth 3 hrs @\$40.46  
Walsh, Maura 3 hrs @\$40.46

2/15/13-3/5/13  
2/15/13-3/5/13  
2/15/13-3/5/13  
2/15/13-3/5/13  
2/15/13-3/5/13

Est Hrly/\$121  
Est Hrly/\$121  
Est Hrly/\$121  
Est Hrly/\$121  
Est Hrly/\$121

TOTAL ESTABLISHED HOURLY

\$605

Comment: CST Test Planning and Student Seminars  
01-Tier III Programs Cat Flex

ROOSEVELT ELEMENTARY SCHOOL

Chenik, Mara 68 hrs @\$40.46

2/11/13-5/31/13

Est Hrly/\$2,751

TOTAL ESTABLISHED HOURLY

\$2,751

Comment: After School Math Intervention  
Gifts – Equity Fund

SANTA MONICA HIGH SCHOOL

Pitts, Greg 16 hrs @\$40.46

8/20/13-6/11/13

Est Hrly/\$647

TOTAL ESTABLISHED HOURLY

\$647

Comment: African-American Society of Mentors  
01-Gifts – Equity Fund

Nu-Man, Malika 16 hrs @\$40.46

8/20/13-6/11/13

Est Hrly/\$647

TOTAL ESTABLISHED HOURLY

\$647

Comment: Circle of Friends  
01-Gifts-Equity Fund

Bautista, Claudia 16 hrs @\$40.46

8/20/13-6/11/13

Est Hrly/\$647

TOTAL ESTABLISHED HOURLY

\$647

Comment: La Sociedad  
01-Gifts – Equity Fund

Webb, Kitano 16 hrs @\$40.46

8/20/13-6/11/13

Est Hrly/\$647

TOTAL ESTABLISHED HOURLY

\$647

Comment: Project Safe Zone  
01-Gifts – Equity Fund

Hobkirk, Carl 1.0 hr @\$40.46  
Reichle, Tisha 1.0 hr @\$40.46  
Soller, Kate 1.0 hr @\$40.46  
Tickler, Brian 0.5 hr @\$40.46  
Webb, Kitano 1.0 hr @\$40.46

2/26/13  
2/26/13  
2/26/13  
2/26/13  
2/26/13

Est Hrly/\$40  
Est Hrly/\$40  
Est Hrly/\$40  
Est Hrly/\$20  
Est Hrly/\$40

TOTAL ESTABLISHED HOURLY

\$180

Comment: Freshman Seminar Meeting  
01-Economic Impact Aid – SCE

**SPECIAL EDUCATION**

Mayer, Heather	7 hrs @\$40.46	6/23/12	<u>Est Hrly/\$283</u>
		TOTAL ESTABLISHED HOURLY	\$283
Comment:	Additional hours for IEP Special Education		

Gaddis, Lindsey	24 hrs @\$53.38	3/4/13-6/11/13	<u>Own Hrly/\$1,281</u>
		TOTAL OWN HOURLY	\$1,281
Comment:	Additional hours to assess student (per settlement agreement) 01-Special Education		

**HOURLY TEACHERS**

**STUDENT SERVICES**

Serapiglia, Anne	\$40.46, as needed	1/4/13-6/11/13	<u>Est Hrly/\$----</u>
		TOTAL ESTABLISHED HOURLY	\$----
Comment:	Home Instructor 01-Unrestricted Resource		

**TOTAL ESTABLISHED HOURLY, AND OWN HOURLY = \$64,793**

**NEW HIRES**

**CHANGE IN EMPLOYEE STATUS: PROBATIONARY TO TENURED**

<u>Name/Assignment/Location</u>	<u>Not to Exceed</u>	<u>Effective</u>
Mowry, Kristen/3 <sup>rd</sup> Grade McKinley Elementary School	100%	4/8/13

**LEAVE OF ABSENCE (with pay)**

<u>Name/Location</u>	<u>Effective</u>
Blair, Susy Webster Elementary	4/8/13-6/11/13 [maternity]
Center-Brooks, Cheryl Special Education	3/18/13-4/15/13 [medical]
Valentiner, Katharina John Adams MS	4/8/13-6/11/13 [maternity]

**RESIGNATION**

<u>Name/Location</u>	<u>Effective</u>
Holland, Kurt SMASH	6/11/13

MOTION MADE BY: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

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

ACTION/CONSENT  
 04/18/13

RECOMMENDATION NO. A.13

It is recommended that the following appointments for Classified Personnel (merit system) be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedules.

<b><u>NEW HIRES</u></b>		<b><u>EFFECTIVE DATE</u></b>
Miller, Bryon Personnel Commission	Human Resources Analyst 8 Hrs/12 Mo/Range:46 Step:C	4/29/13

Phan, Huy Child Develop Svcs	Accountant 8 Hrs/12 Mo/Range: 41 Step: A	4/15/13
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<b><u>TEMP/ADDITIONAL ASSIGNMENTS</u></b>		<b><u>EFFECTIVE DATE</u></b>
Gomez, Armando Rogers ES	Technology Support Assistant [additional hours, specialized tech support]	8/21/12-12/31/12

Slawter, Cynthia Malibu HS	Senior Office Specialist [overtime, yearbook project]	1/1/13-6/30/13
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<b><u>LEAVE OF ABSENCE (PAID)</u></b>		<b><u>EFFECTIVE DATE</u></b>
Glover, Tomita Santa Monica HS	Administrative Assistant Medical	1/29/13-3/18/13

Marrujo, Leonardo Food Svcs	Stock and Delivery Clerk Medical	3/4/13-6/30/13
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Phillips, Ledoree Child Develop Svcs	Children's Center Asst Medical	3/4/13-4/1/13
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Watkins, Jennifer Food Svcs	Cafeteria Cook Baker Medical	2/28/13-4/11/13
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Zaki, Emil Food Svcs	Cafeteria Worker I Medical	3/8/13-5/31/13
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<b><u>LEAVE OF ABSENCE (UNPAID)</u></b>		<b><u>EFFECTIVE DATE</u></b>
Lopez, Victoria Santa Monica HS	Campus Security Officer Personal	4/8/13-4/22/13

Padilla, Gloria Rogers ES	Inst Asst – Special Ed Personal	1/18/13-3/30/13
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<b><u>PROFESSIONAL GROWTH</u></b>		<b><u>EFFECTIVE DATE</u></b>
Yates-Lomax, Kathy Transportation	Bus Driver	3/1/13

<b><u>ESTABLISHMENT OF POSITION</u></b>		<b><u>EFFECTIVE DATE</u></b>
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Inst Asst - Specialized 6 Hrs/SY; Special Education-Cabrillo ES	3/19/13
Inst Asst - Specialized 6 Hrs/SY; Special Education-Franklin ES	3/19/13
Inst Asst - Specialized 6 Hrs/SY; Special Education-Grant ES	3/19/13

**ABOLISHMENT OF POSITION**

Inst Asst – Special Ed 6 Hrs/SY; McKinley ES	<b><u>EFFECTIVE DATE</u></b> 1/2/13
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**LAYOFF-DUE TO LOSS OF WORK**

SH9119626 Santa Monica HS	Inst Asst – Special Ed	<b><u>EFFECTIVE DATE</u></b> 6/17/13
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**REDUCTION OF HOURS/TRANSFER IN LIEU OF LAYOFF**

Drayton, Brandon Adams MS	Inst Asst – Special Ed 6 Hrs/SY Fr: 7.0 Hrs/SY	<b><u>EFFECTIVE DATE</u></b> 4/29/13
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**TRANSFER IN LIEU OF LAYOFF**

Jimenez, Osvaldo McKinley ES	Inst Asst – Special Ed 7 Hrs/SY Fr: 7 Hrs/SY/ Adams MS	<b><u>EFFECTIVE DATE</u></b> 4/29/13
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**INVOLUNTARY TRANSFER**

Trepagnier, Bryant Lincoln MS	Inst Asst – Special Ed 6 Hrs/SY Fr: 6 Hrs/SY/Grant ES	<b><u>EFFECTIVE DATE</u></b> 3/4/13
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**RESIGNATION**

Anderson, Joshua Facility Permits	Sports Facility Attendant	<b><u>EFFECTIVE DATE</u></b> 4/1/13
Saavedra, Astrid Rogers ES	Bilingual Community Liaison	3/22/13
Villalobos, Eva Health Services	Health Office Specialist	3/15/13

MOTION MADE BY: Ms. Leon-Vazquez  
 SECONDED BY: Mr. Mechur  
 STUDENT ADVISORY VOTE: Aye  
 AYES: All (7)  
 NOES: (0)

TO: BOARD OF EDUCATION  
FROM: SANDRA LYON / TERRY DELORIA / MARK KELLY  
RE: EXPULSION OF STUDENT (B/D 04/04/1996)

ACTION/CONSENT  
04/18/13  
UPDATE

RECOMMENDATION NO. A.14

It is recommended that the Board of Education expel student (B/D ~~03/02/1996~~ 04/04/1996), but suspend enforcement of the expulsion and allow the student to attend ~~Olympic High School~~ the Off Campus Learning Center (OCLC).

COMMENT: The Superintendent of the Santa Monica-Malibu Unified School District has recommended the expulsion based on the student's violation of Education Code Section 48900 (e b) and 48915 (a)(1)(C B).

48900 (e b) ~~Unlawfully possessed, sold, or otherwise furnished, or been under the influence of, any controlled substance, alcoholic beverage or intoxicant of any kind~~ Possessed, sold, or otherwise furnished any firearm, knife, explosive or other dangerous object.

48915 (a)(1)(C B) ~~Unlawful possession of any controlled substance~~ Possession of any knife or other dangerous object of no reasonable use to the student.

Additional findings:

~~Other means of correction are not feasible or have repeatedly failed to bring about proper conduct (Education Code Section 48915 (b)(1)).~~

Due to the nature of the act, the presence of the student causes a continuing danger to the physical safety of the student or others (Education Code Section 48915 (b) (2)).

~~The Administrative Hearing Panel recommends suspending enforcement of the expulsion and allowing the student to attend Olympic High School. The student is expected to make satisfactory progress in fulfilling the requirements of the Rehabilitation Plan. The expulsion order is to be put into effect if the student fails to make satisfactory progress during the period of expulsion. If the expulsion is put into effect, the student shall be placed in an educational program operated by the Los Angeles County Office of Education.~~

The Administrative Hearing Panel recommends suspending enforcement of the expulsion and allowing the student to attend the Off Campus Learning Center (OCLC). The student is expected to make satisfactory progress in fulfilling the requirements of the Rehabilitation Plan. The expulsion order is to be put into effect if the student fails to make satisfactory progress during the period of expulsion. If the expulsion is put into effect, the student shall be placed in an educational program operated by the Los Angeles County Office of Education.

MOTION MADE BY: Ms. Leon-Vazquez  
SECONDED BY: Mr. Mechur  
STUDENT ADVISORY VOTE: Aye  
AYES: All (7)  
NOES: (0)

TO: BOARD OF EDUCATION  
FROM: SANDRA LYON / TERRY DELORIA / MARK KELLY  
RE: EXPULSION OF STUDENT (B/D 03/02/1996)

ACTION/CONSENT  
04/18/13  
UPDATE

RECOMMENDATION NO. A.15

It is recommended that the Board of Education expel student (B/D 03/02/1996), ~~and that the student be placed in an educational program operated by the Los Angeles County Office of Education.~~ but suspend enforcement of the expulsion and allow the student to attend Olympic High School.

COMMENT: The Superintendent of the Santa Monica-Malibu Unified School District has recommended the expulsion based on the student's violation of Education Code Section 48900 (c) and 48915 (a)(1)(C).

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

48915 (a)(1)(C) Unlawful possession of any controlled substance.

Additional findings:

Other means of correction are not feasible or have repeatedly failed to bring about proper conduct (Education Code Section 48915 (b)(1)).

Due to the nature of the act, the presence of the student causes a continuing danger to the physical safety of the student or others (Education Code Section 48915 (b) (2)).

The Administrative Hearing Panel recommends suspending enforcement of the expulsion and allowing the student to attend Olympic High School. The student is expected to make satisfactory progress in fulfilling the requirements of the Rehabilitation Plan. The expulsion order is to be put into effect if the student fails to make satisfactory progress during the period of expulsion. If the expulsion is put into effect, the student shall be placed in an educational program operated by the Los Angeles County Office of Education.

MOTION MADE BY: Ms. Leon-Vazquez  
SECONDED BY: Mr. Mechur  
STUDENT ADVISORY VOTE: Aye  
AYES: All (7)  
NOES: (0)

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## **DISCUSSION ITEMS**



TO: BOARD OF EDUCATION  
FROM: SANDRA LYON / JANECE L. MAEZ  
RE: BUDGET UPDATE

DISCUSSION  
04/18/13

DISCUSSION ITEM NO. D.01

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

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*Ms. Maez' presentation can be found under Attachments at the end of these minutes.*

*Ms. Maez stated that staff is still working with Special Education in developing their budget. Since the staffing ratios for teachers are not changing, it is difficult for sites to come up with their 2% reduction. The district should be able to achieve the \$2M reduction. Ms. Maez responded to Mr. Mechur by indicating that staff will be able to provide the board with information related to all utilities the district uses.*

TO: BOARD OF EDUCATION

DISCUSSION

04/18/13

FROM: SANDRA LYON

RE: CENTRALIZED FUNDRAISING PLAN UPDATE

DISCUSSION ITEM NO. D. 02

Over the past fifteen months, Superintendent Lyon and Assistant superintendent of Educational Services Deloria, along with members of the Educational Services Department and principal teams, have worked in conjunction with the Superintendent’s Advisory Council (SAC) to create the instructional plan that will be funded by money raised through Centralized Fundraising. For more than a year, the stakeholder group examined which staff at each school was being funded by school PTAs, determined commonalities across schools, and then worked to define what elements the group agreed were vital to a high quality education for each student in our district. Using that information, the assistant superintendent and superintendent created a plan that would meet both the instructional goals of the district and support the unique enrichment and extension activities at each site. Over the course of the last several months, as the plan has been presented to school sites, it has continued to evolve based on input from school site staff. On Monday, March 18, 2013, the plan as presented this evening was approved by the SAC. The SAC will continue to work to address details of the implementation for 2014-15.

\*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*

*Superintendent Lyon’s presentation can be found under Attachments at the end of these minutes. “Partners for Students Success” is the new name for Centralized Fundraising with terminology to better convey the plan.*

*Ms. Lyon reported that she and Dr. Deloria met with fourteen of the sixteen district site staff to explain the allocation plan. The 2014-15 Allocation Plan funding priorities include excellence in reading and math, highly-trained professionals, investment in staff, and school discretionary (stretch) grants. The next steps are community conversations with the site families. The Superintendent Advisory Committee will continue in perpetuity. The Dollar a Day Campaign has started and fundraising work continues.*

*Dr. Escarce thanked Ms. Lyon, staff, and members of the community for their work on evolving this plan into an integral part that will take on a new dimension. Ms. Lyon explained that staff will look at the formula and inform the board whether it was per capita. The stretch grant was based on a weighted formula. The fundraising goal is \$4M. Ms. Lieberman suggested a brochure or flier that listed the four main priorities as well as identifiable posters. Mr. Mechur stated that there needs to be some thought put into what the monies raised is being used for as a community. Ms. Lyon stated that the times of the community conversations will be scheduled by invitations as well as posted and on the website. Ms. Leon-Vazquez stated that this shows our commitment and wanted to be sure that the marketing reaches out to Spanish speaking parents.*

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## **MAJOR ITEMS**



TO: BOARD OF EDUCATION

ACTION/MAJOR

FROM: SANDRA LYON / JANECE L. MAEZ

04/18/13

7:00pm

RE: PUBLIC HEARING – MEASURE R PARCEL TAX 2013-14 ANNUAL PLAN

RECOMMENDATION NO. A.16

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 18, 2013.

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 27, 2013.

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: 7:13pm

MOTION MADE BY: Ms. Leon-Vazquez

SECONDED BY: Dr. Escarce

STUDENT ADVISORY VOTE: N/A

AYES: All (6) (Dr. Escarce was absent)

NOES: None (0)

Close Hearing: 7:14pm

MOTION MADE BY: Ms. Leon-Vazquez

SECONDED BY: Mr. Patel

STUDENT ADVISORY VOTE: N/A

AYES: All (6) (Dr. Escarce was absent)

NOES: None (0)

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

**TO: For Public Review**  
**FROM: Janece L. Maez**  
**RE: Proposed Annual Plan of Measure R Expenditures for 2013-14**  
**DATE: March 27, 2013**

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

Below is the Proposed Annual Plan of Measure R Expenditures for the 2013-14 fiscal year:

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

	2012-13		2013-14	
	2ND INTERIM		PROPOSED	
	FTE		FTE	
<b>REVENUE:</b>		10,924,607		11,143,099
<b>EXPENDITURES:</b>				
COST TO ADMINISTER		27,821		28,500
PHYSICAL EDUCATION	13.5750	615,001	13.5750	617,666
COMMUNITY SERVICES-SERVICES	1.0000	62,595	1.0000	62,953
TECHNOLOGY	14.0000	1,665,909	14.0000	1,542,737
ART AND MUSIC PROGRAMS	15.7500	1,271,914	15.7500	1,281,693
LIBRARY PROGRAM	18.0000	1,225,030	18.0000	1,260,976
<b>SUBTOTAL EXPENDITURES FOR MEASURE "R"</b>	61.3250	<b>4,868,270</b>	61.3250	<b>4,794,525</b>
BALANCE USED TO PRESERVE PROGRAMS AND REPLACE FUNDS LOST DUE TO INADEQUATE STATE FUNDING		6,056,337		6,348,574
<b>TOTAL BUDGET MEASURE "R"</b>		<b>10,924,607</b>		<b>11,143,099</b>

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 18, 2013 Board Meeting at the District's Administration Offices Board Room, 1651 16<sup>th</sup> Street, Santa Monica, CA 90404-3891. Section 5.C also states that no fewer than 30 days prior to the annual budget adoption, the Independent Citizens Oversight Committee will review the public hearing findings and make its recommendation to the Board.

JLM/kn

TO: BOARD OF EDUCATION

ACTION/MAJOR  
04/18/13

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

RE: APPROVAL OF 2011-12 ANNUAL MEASURE "BB" AUDIT REPORT

RECOMMENDATION NO. A.17

It is recommended that the Board of Education accept the 2011-12 Annual Measure BB Audit Report and approve management discussion and analysis/the administrative responses to the "Findings" & "Recommendations" as contained in the Subject audit.

COMMENTS: In response to California Education Code mandate, the 2011-12 financial audit has been completed by the audit firm of Christy White Accountancy Corporation. The Board of Education have previously received copies of the audit report and an information copy is available for public review in the Office of the Superintendent.

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

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*Ms. Maez stated that it was typical to have a deficit when bonds are not issued. There was one finding due to a technicality. Staff was not aware that contracts issued in excess of \$175,000 in the formal bidding process requires advertising in trade journals. There was only one contract that fell into that category.*

MOTION MADE BY: Mr. Mechur  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: All (6) (Dr. Escarce was absent)  
NOES: None (0)

TO: BOARD OF EDUCATION

ACTION/MAJOR  
04/18/13

FROM: SANDRA LYON / JANECE L. MAEZ

RE: ADOPT RESOLUTION 12-28 – RESOLUTION OF INTENTION TO DEDICATE A DISTRIBUTION EASEMENT TO THE SOUTHERN CALIFORNIA EDISON AT 902 COLORADO AVENUE, SANTA MONICA CALIFORNIA

RECOMMENDATION NO. A.18

It is recommended that the Board of Education (“Board”) adopt Resolution 12-28 to declare its intention to dedicate a portion of District property located at 9<sup>th</sup> and Colorado to Southern California Edison Company for a distribution easement in conjunction with the Expo Project on Colorado Avenue.

COMMENTS: The Santa Monica-Malibu Unified School District currently owns and leases property located at 9<sup>th</sup> and Colorado in the City of Santa Monica. The property address is 900-902 Colorado Avenue. The property is currently leased to STG Three Properties, LLC (STG) who provides property management services and leases business units at the location.

Construction of Phase 2 of the Exposition Light Rail Transit Project is currently underway. In connection with the Project, Expo has been working with different entities and property owners to obtain the necessary rights needed to complete the Project, including utility relocation related to or resulting from the Project. Southern California Edison (SCE) is one such entity that will replace and/or relocate facilities within the Project limits. District property has been identified as being affected by such improvements, which will require securing distribution easement rights.

The Board received information regarding the proposed easement at their meeting of February 21, 2013 and granted a Right of Entry and Construction Permit Agreement on March 5, 2013. Staff is in the process of evaluating the formal offer from Expo and is securing an independent appraisal of the property. Additionally, staff is working through legal counsel to meet any obligations because of the existing lease with STG. There is a tentative meeting scheduled with representatives from Expo to discuss issues around granting this easement and begin negotiating the value. The Board is expected to hear a report of that meeting during closed session this evening.

Education Code Section 17556 allows for the dedication of the Easement by the District. Education Code Section 17557 provides that the District may dedicate the Easement only if the Board first adopts a resolution declaring its intention to dedicate the Easement in a regular open meeting by a two-thirds vote of all its members. The final version of the resolution will be sent to the Board under separate cover and available to the public prior to the Board meeting.

*(continued on next page)*

After adopting a resolution of intention to dedicate the Easement, Education Code Section 17558 requires the District to give 10-days' notice of a public hearing and consideration of adopting a resolution to dedicate the Easement. After considering the staff's presentation, public comments, and any formal protests, at the public hearing, the District will consider adopting a Resolution to dedicate a portion of District property located at 9<sup>th</sup> and Colorado to Southern California Edison Company for a distribution easement in conjunction with the Expo Project on Colorado Avenue. If the vote passes by two-thirds, the District can dedicate the Easement to the City of Santa Monica with no further proceedings.

MOTION MADE BY: Mr. de la Torre  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: All (5) (Mr. Patel and Dr. Escarce were absent)  
NOES: None (0)

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

**RESOLUTION 12-28**

**ADOPT RESOLUTION 12-28 – RESOLUTION OF INTENTION TO DEDICATE A PORTION  
OF DISTRICT PROPERTY LOCATED AT 9<sup>TH</sup> AND COLORADO TO SOUTHERN  
CALIFORNIA EDISON IN CONJUNCTION WITH THE EXPO**

**WHEREAS**, Southern California Edison seeks the Santa Monica-Malibu Unified School District's ("District") dedication of certain portions of the property owned by the District at 902 Colorado Avenue, in the form of a perpetual "Easement" to the Southern California;

**WHEREAS**, the Southern California Edison to replace and/or relocate facilities within the Expo Project area;

**WHEREAS**, pursuant to Education Code section 17556 et seq., Grantor may dedicate an Easement at its property at 902 Colorado Avenue to the Grantee for access, construction and maintenance of the adjacent underground utility lines located in the public street or other right-of-way upon such terms and conditions as the parties thereto may agree without complying with any other provisions of the Education Code;

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

**WHEREAS**, pursuant to Education Code section 17557, the first step to dedicating the Easement to Southern California Edison is by passing this resolution by a two-thirds vote of the District's Board of Education.

**NOW, THEREFORE, BE IT RESOLVED**, that the Santa Monica-Malibu Unified School District Board of Education ("Board") hereby finds as follows:

1. The real property upon which the Easement is to be located is not needed for school classroom buildings or educational purposes.
2. The dedication would be in the best interest of the District in that by dedicating the Easement to the Southern California Edison, the District would enjoy the continued use of the Easement.

**BE IT FURTHER RESOLVED** The Board adopts this resolution of intention to dedicate the Easement in accordance with the procedures of Title 1, Division 1, Part 10.5, Chapter 4, Article 15 of the Education Code.

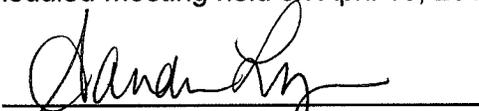
**PASSED AND ADOPTED** by the Santa Monica-Malibu Unified School District of Los Angeles County at its regularly scheduled meeting held on this 18th day of April 2013.

AYES: 5  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2



Laurie Lieberman, President  
Board of Education

I, Sandra Lyon, Secretary of the Board of Education of the Santa Monica-Malibu Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Education at its regularly scheduled meeting held on April 18, 2013.



Sandra Lyon, Superintendent  
Santa Monica-Malibu Unified School District

TO: BOARD OF EDUCATION  
FROM: SANDRA LYON / JANECE L. MAEZ  
RE: ADOPT RESOLUTION NO. 12-29 - AUTHORIZING INTENT TO ISSUE THE SALE OF MEASURE "ES" BONDS

ACTION/MAJOR  
04/18/13

RECOMMENDATION NO. A.19

It is recommended that the Board of Education adopt Resolution No. 12-29 in order to comply with the requirement to notify the County a notice of our intent to issue bonds in Fiscal Year 2013-14.

COMMENT: Measure ES, approved by the voters on November 6, 2012, authorized the District to issue general obligations bonds in the amount of \$385 million. The language of the measure entitled Local School Modernization, Academic Improvements and Earthquake and Fire Safety Bond provides improved academic instruction and school safety by:

- Modernizing high school classrooms and campuses;
- Repairing aging elementary school;
- Ensuring every school meets current earthquake and fire safety standards; and
- Constructing, acquiring, modernizing, and/or repairing classrooms, sites, facilities, equipment, and computer and learning technology.

This would be the first series issued for this bond election. It is anticipated that the District will require funds to make progress payments to contractors, inspectors, and consultants for all of these projects during the next fiscal year. The primary focus of these early expenditures shall be planning construction projects and technology expenses.

Therefore, the District anticipates the need to issue the first series of authorized bonds during the 2013-14 fiscal year.

Any school district that expects to issue bonds in Fiscal Year 2013-14 must provide the County a notice of intent to issue by June 30, 2013, with a certified copy of a resolution adopted by its governing Board. The resolution must include the following:

1. The date the District anticipated issuing the bonds;
2. The amount to be financed;
3. That the amount to finance is within the District's authorized but unissued bond allowance; and
4. That either the Superintendent or the appropriate Assistant Superintendent is authorized by the Board to provide a debt service estimate to the Auditor-Controller.

The attached resolution will comply with this requirement to notify the County of our intent to issue these bonds. We are notifying the County that we intend to issue the remaining balance of unissued bonds. Meeting this requirement will allow the County to set the tax levy for any anticipated bonds. It does not authorize staff or approve the documents for the sale of the bonds. That process will come before the Board in advance of the sale.

\*\*\*\*\*

*Ms. Lieberman asked when tax payers could expect to this on their property tax bill. Ms Maez said on their fall 2014 bill. Mr. Patel asked how the \$60M amount was decided. Ms. Maez explained that it was based on the first round of Measure BB bonds. Mr. Allen asked the different in rates from Measure BB bonds to Measure ES bonds. Ms. Maez said the rates will potentially go up.*

MOTION MADE BY: Mr. Mechur  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: All (6) (Dr. Escarce was absent)  
NOES: None (0)

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

**RESOLUTION NO. 12-29**

**RESOLUTION REQUESTING BOARD OF SUPERVISORS OF LOS ANGELES  
COUNTY TO ESTABLISH A TAX RATE FOR BONDS OF THE SANTA  
MONICA-MALIBU UNIFIED SCHOOL DISTRICT EXPECTED TO BE SOLD  
DURING FISCAL YEAR 2013-14, AND AUTHORIZING NECESSARY  
ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, this Board of Education (the "Board") of the Santa Monica-Malibu Unified School District (the "District"), located in Los Angeles County (the "County"), California, is authorized to, and intends to, issue a 2013 series of its bonds for purposes authorized by the voters of the District on November 6, 2012; and

**WHEREAS**, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2013-14, and it is the responsibility of the Auditor-Controller of the County to calculate the several tax rates for the Board of Supervisors' action thereon; and

**WHEREAS**, this Board has determined that it is not possible or advisable to sell the District's bonds in time to permit the Auditor-Controller, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2013-14 property tax bills of taxpayers in the District; and

**WHEREAS**, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Education of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

**WHEREAS**, this Board deems it necessary and desirable to (i) issue a series of the District's bonds during Fiscal Year 2013-14, and (ii) that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2013-14, and the Board believes that said bonds will be sold during Fiscal Year 2013-2014;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT:**

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Estimate of Tax Levy. The Superintendent, or the Assistant Superintendent, Business and Fiscal Services/Chief Financial Officer of the District or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare, or to cause Keygent, financial advisor to the District to prepare, an estimate of all payments of principal and interest which shall become due on a series of bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2013-14, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors and the Auditor-Controller of the County and to any other officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its first series bonds shall

be in an estimated amount of \$60 million, an amount within the District's authorized but unissued bond allowance, and shall be issued on or about February 1, 2014.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Section 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2013-14, based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2013-14 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4. Application of Tax Proceeds. In the event that bonds of the District are not sold during Fiscal Year 2013-14, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2013-14.

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Auditor-Controller and the Treasurer-Tax Collector of the County.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

**PASSED AND ADOPTED** on April 18, 2013, by the following vote:

AYES: 6  
NOES: 0  
ABSENT: 1  
ABSTENTIONS: 0

BOARD OF EDUCATION OF THE SANTA  
MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
By: \_\_\_\_\_  
(Facsimile Signature)  
President, Board of Education

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

SECRETARY'S CERTIFICATE

STATE OF CALIFORNIA        )  
  ) ss  
LOS ANGELES COUNTY        )

I, Sandra Lyon, do hereby certify that the foregoing is a true and correct copy of Resolution No. 12-29, which was duly adopted by the Board of Education of the Santa Monica-Malibu Unified School District at a meeting thereof held on the 18<sup>th</sup> day of April, 2013, and that it was so adopted by the following vote:

AYES:     6  
NOES:     0  
ABSENT:  1  
ABSTENTIONS: 0

By  \_\_\_\_\_  
Secretary

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/18/13

FROM: SANDRA LYON / JANECE L. MAEZ

RE: ADOPT RESOLUTION NO. 12-30 – TAX AND REVENUE ANTICIPATION NOTES (*TRANS*)

RECOMMENDATION NO. A.20

It is recommended that the Board of Education adopt Resolution No. 12-30 – Tax and Revenue Anticipation Notes for the fiscal year 2013-14. 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 and the implementation of Education Protection Account (EPA) as established by Prop 30, 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 2013-14 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: Ms. Leon-Vazquez

SECONDED BY: Mr. Mechur

STUDENT ADVISORY VOTE: N/A

AYES: All (6) (Dr. Escarce was absent)

NOES: None (0)

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**RESOLUTION NUMBER 12-30**

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2013-14; THE ISSUANCE AND SALE OF A 2013-14 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE CALIFORNIA EDUCATION NOTES PROGRAM**

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

**WHEREAS**, the Governing Board (the “Legislative Body”) of the school district specified in Section 23 hereof (the “District”) has determined that a sum (the “Principal Amount”), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2014 (“Repayment Fiscal Year”);

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

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors 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 Unrestricted Revenues (defined herein) available for the payment of the principal of the Note and the interest thereon;

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, such Unrestricted Revenues;

**WHEREAS**, pursuant to Section 53856 of the Act, any such Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

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

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

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

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the “Trust Agreement”) among such Issuers, the District and U.S. Bank National Association, or such other trustee bank as shall be named in the Purchase Agreement, as such term is defined herein (the “Trustee”);

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein;

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

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

**WHEREAS**, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other

credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

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

**WHEREAS**, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all the Issuer's Reimbursement Obligations, if any (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 (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District’s “2013-14 Tax and Revenue

Anticipation Note,” (the “Note”) with an appropriate series designation if more than one note is issued, to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed maximum interest rate per annum allowed by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

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

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

Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

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

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

**Section 6. No Joint Obligation; Owners' Rights.** Except as provided in Section 19(B) hereof, the Note shall be marketed and sold simultaneously with the notes of other

Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

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

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

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

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

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are State apportionments which otherwise would be received between July 2013 through June 2014 but which, due to the deferral of such apportionments by the State, will not be received until after June 30, 2014 ("Deferred Revenues"). The Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and shall be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues received in the Repayment Months (as defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation (as hereinafter provided, the “Pledged Revenues”). The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided 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 “2013-14 Tax and Revenue Anticipation Note Payment Account” (the “Payment Account”) and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the “Payment Subaccount”) shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District’s Proceeds Subaccount.

The District agrees to transfer to and deposit in the Payment Account the first 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. 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 during a month subsequent to the respective Repayment Month, but in no event 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 Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be

relieved of any of its obligations with respect to the Note, or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

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

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

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

**Section 9. Execution of Note; Registration and Transfer.** Any one of the Treasurer 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 10. Representations and Covenants of the District.**

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

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

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

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

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

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

(J) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial

discretion in appropriate cases and the limitations on legal remedies against school districts, as applicable, in the State of California.

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

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

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

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

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2013-14 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

**Section 11. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set

aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2013-14 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 12. Events of Default and Remedies.**

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

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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as

long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

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

**Section 14. Approval of Actions.** The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

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

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

**Section 17. Amendments.** (A) At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consent of the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

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

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

**Section 19. Request to Borrow; Transmittal of Resolution.**

(A) Following its adoption by the Board, signed copies of this resolution shall be transmitted by the secretary 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 such other school districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, 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 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection

with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 21. Appointment of Professionals.** The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Keygent LLC is hereby appointed as Financial Advisor for the Program. Stifel Nicolaus & Company, Incorporated is hereby appointed as the Underwriter for the Program.

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

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

- (1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) unscheduled draws on debt service reserves reflecting financing difficulties; (vii)

unscheduled draws on the credit enhancement reflecting financial difficulties; (viii) substitution of credit or liquidity providers, or their failure to perform; and (ix) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District.

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

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

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

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

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

(E) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning

ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

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

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

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

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

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

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

provided, however, the District shall be responsible for preparing such narrative explanation.

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

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

**Section 23. Resolution Parameters.**

(a) Name of District: SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

(b) Maximum Amount of Borrowing: \$15,000,000

(c) Authorized Representatives:

TITLE

(1) Superintendent

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

(3) Director of Fiscal & Business Services

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

PASSED AND ADOPTED by the District this 18th day of April, 2013, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1

By:   
\_\_\_\_\_  
President, Board of Education

Attest:

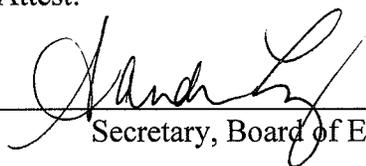
  
\_\_\_\_\_  
Secretary, Board of Education

EXHIBIT A

FORM OF NOTE

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

2013-14 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_<sup>\*/</sup>

<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) <sup>*/</sup>

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 \_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, 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,*

---

<sup>\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

*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).

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

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

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

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

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together

with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

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

SANTA MONICA-MALIBU UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_ [no signature/form only]

Countersigned

By: \_\_\_\_\_ [no signature/form only]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
[no signature/form only]  
AUTHORIZED OFFICER

[STATEMENT OF INSURANCE]<sup>\*/</sup>

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<sup>\*/</sup> To be used only if Credit Instrument is a policy of municipal bond insurance.

TO: BOARD OF EDUCATION

ACTION/MAJOR

04/18/13

FROM: SANDRA LYON

RE: ADOPT RESOLUTION NO. 12-31 – IN SUPPORT OF THE GOVERNOR’S LOCAL CONTROL FUNDING FORMULA

RECOMMENDATION NO. A.21

It is recommended that the Board of Education adoption Resolution No. 12-31 – In Support of the Governor’s Local Control Funding Formula.

COMMENTS: The legislature is currently considering Governor Brown’s Local Control Funding Formula as the new formula by which school districts are funded. The LCFF protects local decision making and restores minimum funding levels for schools. We also want to ensure that the legislature considers that California continues to rank 49<sup>th</sup> in per-pupil funding and addresses the need to increase basic per-pupil funding to at least 2007-08 levels while preserving local control. It is recommended that the Board of Education adopt the resolution so that it can be sent to the legislature and governor as they consider current budget proposals. The CSBA website has updated analysis of the LCFF and other aspects of the governor’s 2013-14 budget proposals by CSBA’s governmental relations team.

\*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*                      \*\*\*\*\*

*Mr. Allen suggested changing the title from “In support of...” to “Concerning...” and from “goal” to “stated goal”. The following changes were also suggested: in the second to last Whereas, add, “...accountability that ensures the maintenance of existing programs;” and in the last paragraph, have the sentence read, “...calls for continued work on ~~the development of a robust~~ an accountability system that ~~will~~ ensures ~~that~~ all students...” The board agreed to these changes. The board discussed the time sensitivity of adopting the resolution. Superintendent Lyon responded to Mr. Mechur, stating that this resolution was not a ringing endorsement.*

MOTION MADE BY: Mr. Mechur  
SECONDED BY: Ms. Leon-Vazquez  
STUDENT ADVISORY VOTE: N/A  
AYES: All (6) (Dr. Escarce was absent)  
NOES: None (0)

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

**Resolution No. 12-31**

**~~In Support of~~ Concerning the Governor's Local Control Funding Formula**

**Whereas**, the California Legislature is currently considering Governor Jerry Brown's proposed reform of the K-12 school financing system, the "Local Control Funding Formula;" and

**Whereas**, Governor Brown has proposed the new funding formula based on the principles of subsidiarity, equity and transparency; and

**Whereas**, the stated goal of the new system of finance is to modernize and simplify California's overly complex and historically outdated system; and

**Whereas**, the new funding formula would hold Local Educational Agencies (LEAs) accountable to their local communities for implementing the Common Core State Standards, improving student achievement, making progress in closing achievement gaps, increasing attendance and high school graduation rates, and improving preparation for college and career; and

**Whereas**, the proposed funding formula would provide a target base grant level projected to reach full implementation in seven years; and

**Whereas**, the proposed formula would also include supplemental grants and concentration grants to provide additional funding to districts to address needs of English learners, students in poverty and students in foster care; and

**Whereas**, there are a number of other issues remaining unaddressed in the proposal including formula adjustments to reflect geographic cost differences, ensuring the provision of quality adult learning opportunities, allowing LEAs to continue to regionalize effective program and service deliveries for career education, transportation services, professional development, among other things; and

**Whereas**, all Local Educational Agencies (LEAs) in California have undergone severe budget reductions since the 2008-09, including cuts to revenue limits and categorical programs and are striving to maintain high quality educational programs; and

**Whereas**, the proposed target level of the base grant for the new funding formula does not ensure that all LEAs will receive funding levels restored to their pre-recession levels; and

**Whereas**, the currently-proposed new funding system does not establish a target that would bring California per pupil funding to at least the national average; and accountability that ensures the maintenance of existing programs.

**Whereas**, California per pupil funding was identified as 49<sup>th</sup> in the nation by the 2013 Quality Counts in Education Week; therefore

**Be it resolved** that the Board of Education of the Santa Monica-Malibu Unified School District supports the basic premises of the proposed Local Control Funding Formula and in its reliance on local decision making and accountability to address the educational needs of all students.

**Be it also resolved** that the Board of Education of the Santa Monica-Malibu Unified School District urges the Governor and the Legislature to develop the Local Control Funding Formula to provide that all Local Educational Agencies are at a minimum restored to funding levels of 2007-08 and that the target for the base grant provide funding to California's public schools at least at the national average

**Be it also resolved** that the Board of Education of the Santa Monica-Malibu Unified School District calls for continued work on ~~the development of a robust~~ an accountability system that ~~will ensure~~ that all students are making gains in academic achievement across a broad spectrum of learning opportunities, including career and technical education, in order to keep California competitive in a global economy.

**Passed and Adopted** this 18<sup>th</sup> day of April 2013 by the following vote:

AYES: 6  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1

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Laurie Lieberman  
President, Board of Education

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Sandra Lyon  
Superintendent

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

**Resolution No. 12-31  
Concerning the Governor's Local Control Funding Formula**

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**Whereas**, Governor Brown has proposed the new funding formula based on the principles of subsidiarity, equity and transparency; and

**Whereas**, the stated goal of the new system of finance is to modernize and simplify California's overly complex and historically outdated system; and

**Whereas**, the new funding formula would hold Local Educational Agencies (LEAs) accountable to their local communities for implementing the Common Core State Standards, improving student achievement, making progress in closing achievement gaps, increasing attendance and high school graduation rates, and improving preparation for college and career; and

**Whereas**, the proposed funding formula would provide a target base grant level projected to reach full implementation in seven years; and

**Whereas**, the proposed formula would also include supplemental grants and concentration grants to provide additional funding to districts to address needs of English learners, students in poverty and students in foster care; and

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**Whereas**, the currently-proposed new funding system does not establish a target that would bring California per pupil funding to at least the national average; and accountability that ensures the maintenance of existing programs.

**Whereas**, California per pupil funding was identified as 49<sup>th</sup> in the nation by the 2013 Quality Counts in Education Week; therefore

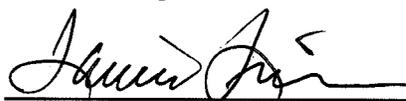
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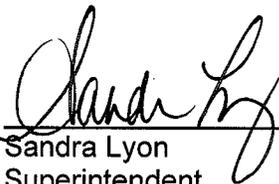
**Be it also resolved** that the Board of Education of the Santa Monica-Malibu Unified School District calls for continued work on an accountability system that ensures all students are making gains in academic achievement across a broad spectrum of learning opportunities, including career and technical education, in order to keep California competitive in a global economy.

**Passed and Adopted** this 18<sup>th</sup> day of April 2013 by the following vote:

AYES: 6  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1



Laurie Lieberman  
President, Board of Education



Sandra Lyon  
Superintendent

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## **INFORMATION ITEMS**



TO: BOARD OF EDUCATION

INFORMATION

04/18/13

FROM: SANDRA LYON

RE: MEMBER RESIGNATION AND TERMINATION OF MEMBERSHIP FROM  
DISTRICT ADVISORY COMMITTEES (DACs)

INFORMATION ITEM NO. I.01

The following individuals are no longer members on the Intercultural Equity and Excellence DAC nor the Health and Safety DAC.

COMMENT: **Karen Jung** was appointed to the Intercultural Equity and Excellence DAC in March 2012 for a two-year term to expire on June 30, 2014. Due to scheduling conflicts, Ms. Jung has regrettably resigned from the DAC.

Following this resignation, there will be fourteen members on the Intercultural Equity and Excellence DAC. The DAC roster is as follows:

Term Expiration Date			
6/30/2013	6/30/2014	6/30/2015	6/30/2016
Melissa Rodriguez	<del>Karen Jung</del>	Tony Murphy	Gary Avrech
Marvin Lawton	Darrell Goode	Elias Serna	Kimberly Chapmon-Wynne
Paulina Sahagun		Zakiya	Joanne Berlin
		Johnny Ramirez	Laurie Newman
		Stephanie Perry	Florence Culpepper

**Margaret Wu** was appointed to the Health and Safety DAC in June 2012 for a four-year term to expire on June 30, 2016. Since her appointment, Ms. Wu has missed several committee meetings. AR 1220 relating to DACs states, “membership shall automatically terminated any member who is absent from all regular meetings for a period of four (4) consecutive meetings or a total of five (5) meetings within the year.”

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

Term Expiration Date			
6/30/2013	6/30/2014	6/30/2015	6/30/2016
Kristine Keever	Leslie Butchko	Suzanne Post	Debbie Bernstein
Lora Morn	Robert Forster	Peter Getoff	Rita Kachru
	Nandini Rudra-Ganguly	Sion Roy	Pat Nolan
	Harriet Fraser	Leesl Herman	Laila Taslimi
			<del>Margaret Wu</del>

A letter has been sent to these individual informing them of the change in their membership status. The letter further states, “In the future, if your schedule permits you to regularly attend these meetings, you are more than welcome to reapply to serve on the committee.”

TO: ~~BORAD~~ BOARD OF EDUCATION

INFORMATION

04/18/13

FROM: SANDY LYON / TERRY DELORIA / 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 – 17<sup>th</sup> Street, Santa Monica, CA 90404

**The Fault In Our Stars**, by John Green for grades 9 through 11 Santa Monica High Summer Reading 2013. Adoption requested by Meredith Louria, English Teacher.

TO: BOARD OF EDUCATION

INFORMATION

04/18/13

FROM: SANDRA LYON

RE: QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS

INFORMATION ITEM NO. I.03

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: March 31, 2013

Person Completing this Form: Debra Moore Washington Title: Asst. Superintendent

Quarter covered by this report (check one below):

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

Date for information to be reported publicly at governing board meeting: April 18, 2013

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		
<b>TOTAL</b>	0		

Print name of District Superintendent: Sandra Lyon

Signature of District Superintendent:  Date: March 29, 2013

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@lacoed.edu

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## **ATTACHMENTS**



ATTACHED ARE THE FOLLOWING DOCUMENTS:

- Presentation: “Roosevelt Elementary School” (associated with Item No. S.01)
- Presentation: “John Muir Elementary School” (associated with Item No. S.01)
- Presentation: “Olympic High School” (associated with Item No. S.01)
- Document: “Summary of Past Four Years – Budget Changes” (associated with Item No. D.01)
- Presentation: “SMMUSD/SMMEF Partners for Student Success” (associated with Item No. D.02)





Principal – Natalie Burton



## Roosevelt Community



**805 students**

**1% American Indian**

**5% African American**

**12% Asian**

**13% Latino**

**69% Caucasian**

**8% Students with Disabilities**

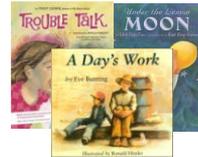
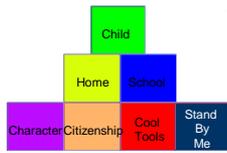
**8% English Language Learners**

**11% Socio-Economically Disadvantaged**

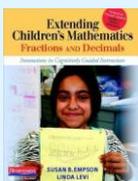
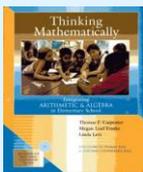
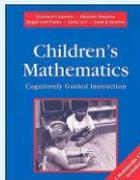


**32 classroom teachers and 28 classified support staff**

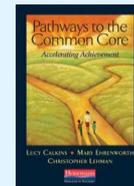
## A Safe, Nurturing and Responsive School Community



- Character Development Book of the Month Program
- Stand By Me Committee (teachers, classified staff & parents)
- Two-day Olweus Anti-Bullying Training
- Yard Supervision/Playground Rules
- Partnerships with City, SMPD, CREST & Crossing Guards
- Variety of Activities During Lunch/Recess
- Updated Citizenship Handbook
- Brochures and Interactive Workshops for Parents
- Collaborated with Parents and Staff to Model Inclusivity and Problem Solving for our Students
- Decrease in Office Referrals by 50%
- Results of Olweus Survey of 3rd – 5th Grade Students



## Goal Preparing for and Implementing a Successful School-Wide Professional Development Shift from Math to English Language Arts



- *Maintain existing collaborative structures that have led to math achievement gains*
- *Invest in teacher training*
- *Build the internal capacity of our entire staff in Reading/Writing Workshop and the Common Core Standards*



**JOHN  
MUIR  
ELEMENTARY SCHOOL**

A Success & a Challenge

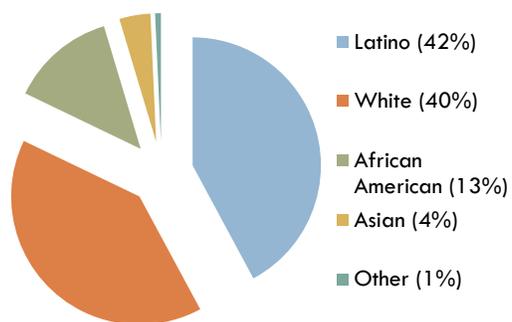
## John Muir Elementary School

A Title I school, nearly 45% of John Muir students qualify for free or reduced lunch.

An inclusive community, nearly 17% of our students qualify for Specialized Academic Instruction.

Our API is 823.

Our students



## John Muir's Success

- Student proficiency in Reading grew 21 percentage points from 2011 to 2012, with ALL subgroups meeting growth targets.
- Multifaceted approach to reading instruction and intervention:
  - Data driven
  - Specific curricula
  - Varied instructional approaches
  - Reading Teacher
  - Reading Partners

## John Muir's Challenge

- To positively shape the public image of John Muir in our wider community
  - Active and diverse student body & parent groups
  - Community partnerships
  - Broad volunteer base
  - High quality enrichment
  - Engaging community events
  - Small school where each student is valued

# Alternative Education

Santa Monica-Malibu Unified School District

April 2013



	Olympic High School	Off Campus Learning Center	Independent Study Program	Adult Education Center
# of Students	120	23	41	792
# of Special Ed Students	19	9	0	-
English Learners	5.8%	0	7.3%	195
Asian	1.9%	4%	0	6%
Hispanic	47.6%	43%	39%	47%
White	30.1%	17%	58.5%	25%
African-American	18.4%	4%	0	9%
Two or more races	1.9%	30%	2.4%	13%
# of Teachers	6.6	2	1	8 (part-time)

## Accomplishments

### Olympic High School

- 51 graduates, June 2012
- Six Year WASC Accreditation - midterm review this week
- Model School – 10% in the state
- Community Support

### Independent Study Program

- 12 graduates, June 2012
- 1 GED, June 2012
- 4 graduates to date, 2013

### Off Campus Learning Center

- 9 graduates, June 2012 (3 Olympic/6 SAMOHI)
- 3 successful transitions back to referring school
- 85% success rate/10<sup>th</sup> graders passing CAHSEE
- Students thriving in smaller learning environment

### Adult Education Center

- 19 High School graduates, June 2012
- 2 home High School graduates (SAMOHI), 2011-2012
- 104 GED certificates, 2011-2012
- 60 concurrent student course completions, 2011-2012
- Currently, 36 concurrent students

# Challenges

## Olympic High School

- Class completion – HS Graduation
- CAHSEE passage
- Attendance

## Independent Study Program

- Completing course credits in a non-traditional setting
- Gaining personal insight and developing a formula for success
- Expanding elective options available to students

## Off Campus Learning Center

- Behavior management
- Attendance

## Adult Education Center

- Funding (State/Federal)
- GED Test - computer-based as of 2014: computer lab will need to accommodate new testing requirements and be approved by the GED Testing Service.

# Summary of Past 4 Years – Budget Changes

## 2008-09

1. Last salary increase – 3.0%

## 2009-10

1. Employees took 5 furlough days - \$2.2M
2. Board made \$4.6M in reductions
  - Contracts
  - DO Administration
  - Samohi House
  - Special Education Realignment
  - Class Size increase
  - Use of Tier III flexibility

## 2010-11

1. Employees took 5 furlough days - \$2.2M
2. Board made \$7.2M in reductions
  - Class Size Increase
  - Reading Specialists
  - Instructional Material
  - Elementary Music
  - Counselors
  - Nurses
  - DO Reductions
  - Deferred Maintenance
  - Adult Education
3. Board restored \$3.0M from SOS and Federal Jobs money
  - Class Size - partial
  - Reading Specialist
  - Elementary Music
  - Counselors – added one new position
  - Nurses - partial
  - Added Professional Development monies

## 2011-12

4. No furlough days
5. No new reductions

## 2012-13

1. Board has approved \$2.2M in reductions
  - Class Size Increase
  - Reduction of Site Asst. Principal positions
  - Reduction of Site Clerical
  - Special Education staffing – teachers and instructional aides
  - Reductions in Fiscal and Human Resources

# Staffing Ratio Classifications for Standardization

- ✓ Principal
- ✓ Assistant Principals
- ✓ House Principals
- ✓ Teachers
- Nurses
- Librarians
- Counselors
- Advisors
  
- Elementary Library Coordinators
- Library Assistants
- Physical Activity Specialists
- PE Aides
- Noon Duty Aides (Non Merit / Classified)
- Community Liaisons
- Health Clerks
- IT Technicians
- Campus Security
- ✓ Admin Assistants
- Instructional Assistants
- Professional Experts
- ✓ Custodians
- Maintenance
- Grounds
- Transportation

# TEACHER STAFFING RATIOS

Grade Level	All Schools (No Title I or JAMS)	Title I and JAMS
K – 1	25:1	25:1
2 – 3	30:1	25:1
4 – 5	30:1	27:1
6 – 8	35:1	33:1
9 - 12	36:1	

# ELEMENTARY ASSISTANT PRINCIPAL STAFFING RATIOS

School Enrollment	Full Time Equivalents
Less than 500	0.0 fte
Between 500 and 700	0.5 fte
Greater than 700	1.0 fte

# SITE - SENIOR OFFICE SPECIALISTS STAFFING RATIOS

School Enrollment	Full Time Equivalents
Less than 400	0.5 fte
Between 400 and 550	1.0 fte
Between 551 and 700	1.5 fte
Greater than 700	2.0 fte

# CUSTODIAL STAFFING ALLOCATIONS

Site	Day Assignments fte	Night Assignments fte	Floater Assignments fte
Cabrillo	1.0	1.0	
Edison	1.0	1.0	.5
Franklin	1.0	1.0	1.0
Grant	1.0	1.0	.5
McKinley	1.0	1.0	.5 CDS
Muir/Smash	1.0	1.0	.25
Pt. Dume	1.0	1.0	
Rogers	1.0	1.0	.1875 .25 CDS
Roosevelt	1.0	1.0	1.0
Webster	1.0	1.0	
Adams	1.0	3.0	.3125 .5 CDS
Lincoln	1.0	3.0	.5 .5 CDS
Malibu High	1.0	4.0	
Olympic	1.0		.5 CDS
Samohi	2.0	9.0	
Operations Floaters	2.0		.5
District Office		1.0	
Woods CC			.25
Theater Operations		1.0	
Transportation and BB Office			.25
Washington (East, West, South)			.5
<b>TOTAL</b>	<b>18.0</b>	<b>31.0</b>	<b>8.0</b>

**SANTA MONICA - MALIBU USD  
MULTI-YEAR PROJECTION (1)  
UNRESTRICTED GENERAL FUND**

3/27/2013

Description	2012-13 3rd INTERIM	2013-14 PROJECTED	2014-15 PROJECTED	2015-16 PROJECTED	2016-17 PROJECTED
<b>Revenue:</b>					
Revenue Limit	57,874,863	67,295,330	68,775,827	70,426,447	72,327,961
Other Federal	300,000	300,000	300,000	300,000	300,001
Other State Revenue	4,396,548	379,441	379,441	379,441	379,441
Class Size Reduction	2,155,923	-	-	-	-
Lottery	1,358,701	1,358,701	1,358,701	1,358,701	1,358,701
Mandated Reim.	322,235	510,655	510,655	510,655	510,655
Meas. "R"	10,924,607	11,208,647	11,533,698	11,879,708	12,236,100
Prop. Y / City of SM	6,380,000	6,560,000	6,756,800	6,959,504	7,168,289
All Other Local Income	11,232,052	11,238,398	11,454,051	11,623,017	11,745,363
Local General Fund Contribution	(19,025,593)	(18,525,593)	(18,525,593)	(18,525,593)	(18,525,593)
EIA/CDS/ADULT ED TRANSFER		(1,154,485)	(1,179,884)	(1,179,884)	(1,211,741)
<b>TOTAL REVENUE</b>	<b>75,919,336</b>	<b>79,171,094</b>	<b>81,363,696</b>	<b>83,731,997</b>	<b>86,289,178</b>
<b>Expenditure:</b>					
Certificated Salary	42,499,993	43,137,493	43,784,555	44,441,324	45,107,943
Classified	12,228,157	12,411,579	12,597,753	12,786,719	12,978,520
Benefits	18,227,530	19,138,907	20,095,852	21,100,644	22,155,677
Supplies/Books	1,044,578	1,040,000	1,040,000	1,040,000	1,040,000
Other Operational Costs	7,478,631	7,478,000	7,478,000	7,478,000	7,478,000
Capital Outlay	98,842	-	-	-	-
State Special Ed School	7,000	7,000	7,000	7,000	7,000
Indirect	(871,513)	(550,000)	(550,000)	(550,000)	(550,000)
<b>SITE BUDGET REDUCTION</b>		<b>(1,500,000)</b>	<b>(1,500,000)</b>	<b>(1,500,000)</b>	<b>(1,500,000)</b>
<b>TOTAL EXPENDITURE</b>	<b>80,713,218</b>	<b>81,162,979</b>	<b>82,953,160</b>	<b>84,803,687</b>	<b>86,717,140</b>
Increase (Decrease) Fund Balance	(4,793,882)	(1,991,885)	(1,589,464)	(1,071,690)	(427,962)
Beginning Fund Balance	17,566,662	12,772,780	10,780,895	9,191,431	8,119,741
Ending Fund Balance	12,772,780	10,780,895	9,191,431	8,119,741	7,691,777
Reserve - Revolving cash, Store	50,000	50,000	50,000	50,000	50,000
Reserve - Deficit Spending	1,991,885	1,589,464			
3% Contingency Reserve	3,621,527	3,601,708	3,677,494	3,620,000	3,620,000
Unappropriated Balance	7,109,368	5,539,723	5,463,937	4,449,741	4,021,777

**PROPOSED 13-14 DEPARTMENT BUDGET WITH A 2% CUT**

<b>SITE</b>	<b>2012-13 BUDGET</b>	<b>2%</b>	<b>PROJECTED 13-14 BUDGET</b>	<b>PROJECTED CUT</b>
BOARD	266,039	5,321	120,036	146,003
SUPERINTENDENT	731,000	14,620	683,706	47,294
BUSINESS OFFICE	776,728	15,535	704,869	71,859
COMPUTER SERVICES	2,042,097	40,842	1,999,325	42,772
ED SERVICES	3,750,641	75,013	3,531,021	219,620
EMPLOYEE RELATION	597,522	11,950	549,217	48,305
FISCAL	1,351,284	27,026	1,308,466	42,818
HUMAN RESOURCES	1,111,506	22,230	1,136,255	(24,749)
SUB TEACHERS	1,573,485	31,470	1,435,374	138,111
M & O - CONSTRUCTION	2,467,302	49,346	2,461,724	5,578
M & O - GROUND	2,351,383	47,028	2,238,414	112,969
FACILITY USE*	415,850	8,317	505,493	(89,643)
PERSONNEL COMM.	583,486	11,670	552,900	30,586
PURCHASING	419,927	8,399	414,751	5,176
MAIL ROOM	85,601	1,712	85,553	48
PRINTING SHOP**	27,609	552	22,357	5,252
RISK MANAGEMENT	1,229,000	-	1,234,000	(5,000)
SPECIAL ED	24,675,815	493,516		NOT DONE YET
STUDENT SERVICES	419,691	8,394	411,864	7,827
HOME HOSPITAL	91,660	1,833	91,660	-
NURSE OFFICE	919,170	18,383	883,761	35,409
TRANSPORTATION	1,974,659	39,493	1,981,590	(6,931)
UTILITIES***	2,439,750	-	2,439,750	-
<b>TOTAL:</b>	<b>50,301,205</b>	<b>932,649</b>	<b>24,792,086</b>	<b>833,304</b>

\*Facility Use is estimated to receive an extra **\$97,960** from City of Malibu in 2013-14 and hire 1.5 FTE Sports Facility Attendant

\*\*PRINT SHOP IS SELF SUPPORTING

\*\*\*NO INCREASE TO THE UTILITY BUDGET (the rev. from Solar may cover the increase of other utility items)

# SMMUSD/SMMEF Partners for Student Success

## BOE presentation April 18, 2013

### **A Brief History of How We Arrived Here**

- PTAs over the years had picked up many costs for schools, particularly staff at elementary schools.
- The Board of Education passed a policy in November 2011 which allows PTAs to raise money for “stuff” and the Santa Monica-Malibu Education Foundation to raise money for “staff.”
- The Superintendent’s Advisory Group (now Committee) was formed to examine how these dollars were being used and to explore what we would like an optimum educational offering to look like in our district.
- Existing programs were examined as well as possible opportunities to enhance and add to existing programs

## **Making our District Better**

- Capacity Building
- Collaborative Work
- Instruction
- Systemness

*“Collective responsibility consists of the enlargement and deepening of identity beyond oneself. When individual teachers within a school start identifying with all students in the school and not just in their classroom, that is collective responsibility. When individual school principals become almost as concerned about the success of other schools in their cluster as they are about their own school, we see enlarged commitment again.”*  
Michael Fullan

## **Allocation Plan 2014-15: Funding Priorities**

- Excellence in Reading and Math
- Highly-trained Paraprofessionals
- Investment in Staff
- School Discretionary (Stretch) Grants

Excellence in Reading and Math \$1.5M				Highly-Trained Paraprofessionals In Classrooms \$1M				Investment in Staff \$500,000		School Stretch Grants \$1M	
School (# teachers)	FTE's for Parallel or Support in Reading and Math	Lit Coach	Math Coaches	Staffing Ratios	Reading/Math Progress Monitoring Software	Math Fluency	Paraprofessionals (Hours per day) for Small Group Intervention and Enrichment	PD Coach, Team and Related Support	School PD Discretionary Funding	School Stretch Grants	
Pt. Dume	N/A	10 Literacy Coaches	Future	Return to 2011-12 ratios for grades K-3	All students		9	1. Compensation for 1 PD Coach, PD team members, ongoing training, release time for spring planning, and materials. 2. EBSCO for all staff 3. Initial and ongoing training for paraprofessionals 4. Training/Coaching for principals and staff for implementing Small Group Intervention and Enrichment	10,000	P.S. Arts: TK-2 VAPA Rotation AND 3-5 Visual Arts (once per week for 30 weeks)	26,778
Cabrillo							9				26,674
Webster							12				35,427
Muir							9				32,509
SMASH (K-5)							5				15,525
Edison							16				47,201
McKinley							19				47,930
Rogers							20				50,952
Grant							24				64,914
Franklin							27				79,918
Roosevelt	26	82,731									
SMASH (6-8)	Future	N/A	Targeted Students	N/A			See above	NA	4,064		
Adams							5 periods		15,000	54,911	
Lincoln							5 periods		15,000	55,119	
MMS							3 periods		15,000	24,590	
Olympic							2 period		10,000	2,683	
Samo	6 periods	20,000	79,944								
MHS	See MMS	See above	18,130								

## Instruction and Capacity-Building: Excellence in Reading and Math

### Elementary Schools:

- Literacy coaches
  - In class support (non-evaluative) for teachers
  - Extended day reading and math intervention for intensive students
  - Support for planning/implementing in-class intervention, practice and enrichment
- K-3 staffing ratios 25:1
- Progress-monitoring, diagnostic and fluency software

\*Working with SMMCTA

## Instruction and Capacity-Building: Excellence in Reading and Math

### Secondary Schools:

- Additional staffing: FTE's to support reading and math intervention during the school day
- District support in researching "best practices" for tiered and/or mandatory intervention during the school day/before or after the school day
- Progress-monitoring, diagnostic and fluency software for targeted students

Excellence in Reading and Math \$1.5M						
School	FTE's for Parallel or Support in Reading/Math	Lit Coach	Math Coaches	Staffing Ratios	Reading/Math Progress Monitoring Software	Math Fluency
Cabrillo	N/A	10 Literacy Coaches	Future	Class Size Staffing Ratios Grades K-3 25:1		All students
Edison						
Franklin						
Grant						
McKinley						
Muir						
Pt. Dume						
Rogers						
Roosevelt						
SMASH (K-5)						
Webster						
SMASH (6-8)						
Adams						
Lincoln	5 periods					
MMS	5 periods					
Olympic	2 period					
Samohi**	6 periods					
MHS	See MMS					

## Instruction and Capacity Building: Highly-Trained Paraprofessionals in Elementary School Classrooms

- Paraprofessionals to support small group learning: intervention, practice and enrichment
- Initial and on-going training of paraprofessionals
- Teacher training on effective paraprofessional use
- Focus on instruction – teaching and learning

	Highly-Trained Paraprofessionals In Classrooms \$1M
School	Paraprofessionals (Hours per day) for Small Group Intervention and Enrichment
Cabrillo	9
Edison	16
Franklin	27
Grant	24
McKinley	19
Muir	9
Pt. Dame	9
Rogers	20
Roosevelt	26
SMASH (K-5)	5
Webster	12
SMASH (6-8)	N/A
Adams	
Lincoln	
MMS	
Olympic	
Samohi**	
MHS	

## Capacity-Building and Systemness: Investing in Staff

- PD Plan that supports district AND site needs
- Professional Development (PD) Coaches\*
- School PD teams\*
- PD for all staff, differentiated as necessary
- School-level professional development grant (\$10,000)
- EBSCO research database

\*Working with SMMCTA

Investment in Staff \$500,000		
School	PD Coach, Team and Related Support	School PD Discretionary Funding
Cabrillo	<ol style="list-style-type: none"> <li>1. Compensation for 1 PD Coach, PD team members, ongoing training, release time for spring planning, and materials.</li> <li>2. EBSCO for all staff</li> <li>3. Initial and ongoing training for paraprofessionals</li> <li>4. Training/Coaching for principals and staff for implementing Small Group Intervention and Enrichment</li> </ol>	\$10,000 per school
Edison		
Franklin		
Grant		
McKinley		
Muir		
Pt. Dume		
Rogers		
Roosevelt		
SMASH (K-5)		
Webster		
SMASH (6-8)		See above
Adams		\$15,000
Lincoln		\$15,000
MMS	\$15,000	
Olympic	\$10,000	
Samohi**	\$20,000	
MHS	See above	

## School Enrichment Grants

### Elementary Schools:

- P.S. Arts for every TK-5 student (once per week for 30 weeks)

### All Schools:

- Discretionary grant to continue or create programs that are:
  - uniquely tailored to your school;
  - enriching your students;
  - supporting struggling students;
  - meeting other school needs

School Stretch Grants \$1M	
School	School Stretch Grants
Cabrillo	\$26,674
Edison	\$47,201
Franklin	\$79,918
Grant	\$64,914
McKinley	\$47,930
Muir	\$32,509
Pt. Dume	\$26,778
Rogers	\$50,952
Roosevelt	\$82,731
SMASH (K-5)	\$15,525
Webster	\$35,427
SMASH (6-8)	\$4,064
Adams	\$54,911
Lincoln	\$55,119
MMS	\$24,590
Olympic	\$2,683
Samohi**	\$79,944
MHS	\$18,130

14

Excellence in Reading and Math \$1.5M				Highly-Trained Paraprofessionals In Classrooms \$1M				Investment in Staff \$500,000		School Stretch Grants \$1M	
School (# teachers)	FTE's for Parallel or Support in Reading and Math	Lit Coach	Math Coaches	Staffing Ratios	Reading/Math Progress Monitoring Software	Math Fluency	Paraprofessionals (Hours per day) for Small Group Intervention and Enrichment	PD Coach, Team and Related Support	School PD Discretionary Funding	School Stretch Grants*	
Pt. Dume	N/A	10 Literacy Coaches	Future	Return to 2011-12 ratios for grades K-3	All students		9	1. Compensation for 1 PD Coach, PD team members, ongoing training, release time for spring planning, and materials. 2. EBSCO for all staff 3. Initial and ongoing training for paraprofessionals 4. Training/Coaching for principals and staff for implementing Small Group Intervention and Enrichment	10,000	P.S. Arts: TK-2 VAPA Rotation AND 3-5 Visual Arts (once per week for 30 weeks)	26,778
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Roosevelt	26	82,731									
SMASH (6-8)	Future	N/A	N/A	Targeted Students	N/A			See above	NA	4,064	
Adams								5 periods		15,000	54,911
Lincoln								5 periods		15,000	55,119
MMS								3 periods		15,000	24,590
Olympic								2 period		10,000	2,683
Samo	6 periods	20,000	79,944								
MHS	See MMS	See above	18,130								
*\$80,000											

## Next Steps

- Community Conversations:

May 1: Malibu HS—one for elementary, one secondary

May 10: Lincoln—for McKinley, Roosevelt, Franklin

May 17: Samohi—for Samohi, JAMS, Lincoln, SMASH (7-8), Olympic

May 28: JAMS—SMASH (K-5), Muir, Rogers, Grant, Edison

- SAC continues work on implementation/input on AR which will be presented to the Board

- Fundraising work continues!

## Questions?

- Remember: This is a dynamic process! We will no doubt learn much along the way.

*“Individual commitment to a group effort - that is what makes a team work, a company work, a society work, a civilization work.”*

*Vince Lombardi*