A regular meeting of the Board of Education of the Santa Barbara High
School District was called to order by President Henderson on Thursday,
November 7, 1963, at 4:00 p.m. in Room 6 of the Administration Annex.

Present:  Mrs. Elisabetta P. Henderson, President
Arnold W. Jacquemin, Vice-President
Robert E. Kallman, Member
David S. Licker, Member
C. E. Sovine, Member

Absent: None

Others present for all or a portion of the meeting included:
Dr. Norman B. Scharer, Superintendent and Secretary-Clerk to Board
George E. Browne, Associate Superintendent and
Assistant Secretary-Clerk to Board
Douglas C. White, Assistant Superintendent
R. V. Jackson, Assistant Business Manager
Cleoseola M. Brun, Executive Secretary
Barclay Brantingham, News-Press Reporter
Mrs. John S. Kendrick, League of Women Voters
Several representatives of the American Federation of Teachers,
Local 1081, including: James A. Jacobson, Frank D. Dobyns,
Thomas V. Martin, Marshall von Bieberstein
Several representatives of the Santa Barbara City Teachers Association
including: Robert N. Christian, Mrs. Alice L. Boettner, John J. Penney,
E. Grant Runyan, Gene S. Hall, Virginia J. Fober, Donald K. Bennett
Mrs. Thelma Varitz, President, C.S.E.A.
Representatives of Viola, Inc., general contractor on City College
building projects, and several subcontractors as noted subsequently
in these Minutes
Stanley M. Smith and Eugene Wiczkorek of Daniel, Mann, Johnson and
Mendenhall, Architect-Engineers for the City College building program
Robert D. Curiel, Deputy County Counsel
Dr. Fred J. Greenough, Assistant County Superintendent of Schools
Several members of the City College staff, including Dr. Robert C. Rockwell,
M. L. Huglin, Selmer O. Wake, Ralph E. Vernon
A number of additional staff members including school principals,
central office administrators, and teachers
A number of citizens including Mrs. Thomas B. Faunce, Mrs. Robert E. Kallman,
Mr. Eric Maurer, Dr. Jerry O'Brien, Mr. Frederic Slavin, Mrs. Silvio Varini
Minutes

It was moved by Mr. Kallman, seconded by Mr. Licker, and unanimously carried, to approve Minutes of the following meetings as submitted:

Adjourned meeting of October 10, 1963
Regular meeting of October 17, 1963

Welcome to Guests and Staff Members

Mrs. Henderson expressed appreciation to those present at the meeting for their attendance.

Hearing of Citizens and Petitions: None

Communications

The Superintendent reported that a letter dated October 31, 1963, had been received from James A. Jacobsen, President of Local 1081 of the American Federation of Teachers, requesting that representatives of the Local be given an opportunity to make a formal presentation at this meeting concerning fringe benefits for all employees.

Mr. Jacobsen, representing the AFT, asked the Board's consideration regarding a paid comprehensive medical program covering all employees. He introduced Mr. Frank Dobyns as Board representative who would make the presentation.

Mr. Dobyns distributed copies of Section 20806 of the Education Code enacted by the 1963 State Legislature and signed by the Governor, that permits levy of an excise tax rate for District payment of all or part of the costs of health and welfare benefits for school district employees.

Mr. Dobyns made the following points in his presentation:
1) The State Legislature considered it desirable to have this type of fringe benefit available for school district employees and took legal action to make it possible.

2) The State Legislature has clearly demonstrated its interest in providing a health and medical program as a fringe benefit for teachers and other school district employees and a number of school districts including the following have availed themselves of this opportunity:

   Sacramento  Los Angeles  Pismo Beach
   Orcutt      Ventura High School District

3) The cost of such a plan is presently estimated to be from $8 - $10 per individual employee per month. Depending on the plan decided upon, individual employees could assume the cost of health and medical coverage for their dependents if their own coverage was paid for by the District.

4) It is recommended that a committee be appointed consisting of representatives of the administration, the Board of Education and teachers to investigate and study available insurance plans that are equal to or better than the present voluntary insurance carried by School District employees, said committee to develop a recommendation for submission to the Board on the type of insurance coverage to be provided by the District.

5) The AFT recommends that the Board set a fixed date for its decision on the AFT request for creation of this fringe benefit plan. Mr. Dobyns said he would welcome questions by Board members.

Mr. Licker pointed out that the Board would be unable to do anything about this request for the current school year since the present tax rate is already set for 1963-1964. Mr. Dobyns stated that the AFT was not too concerned about the current school year but that it would like to have such a fringe benefit in the ensuing year. Mrs. Henderson suggested that the request be referred to existing salary committees for consideration along with other remuneration studies.
Mr. Robert Christian, President of the City Teachers' Association, said the CTA represented membership of 90% of the certificated personnel, both teachers and administrators, in the school system. He said that if the AFT representatives were speaking for the wishes of their membership only, he had no question concerning their request. He stressed, however, that the CTA feels that an organization representing a very small group of teachers should not attempt to speak for the majority of teachers. Mr. Christian said that the teachers as a whole had not been consulted in any way regarding the current request. Mr. Christian said that regardless of what request is made it should not be represented as being the desire of all employees unless those employees have been considered.

Mr. Dobyns questioned whether Mr. Christian had consulted his membership on the viewpoints he just expressed. Mr. Licker said the Board was not in session to hear a debate at this time between representatives of organizations. Mr. Dobyns said that the Board's policy on recognition of employee organizations is at the heart of the basic problem. He suggested that the present request be continued until the Board takes up the issue of recognition policies. It was moved by Mr. Sovine, seconded by Mr. Kallman, and unanimously carried, to continue the request as noted above.

Mrs. Henderson announced that Mr. Licker would find it necessary to leave prior to conclusion of this meeting, and that the matter of changes in named subcontractors for the
general contract on City College building projects would therefore be considered at this time.

Mrs. Henderson read in its entirety the statement on this matter included in the agenda which reviewed the following background information:

1) The Board's action on June 27, 1963, to award the general contract for principal City College building projects (phase 1) to Viola, Inc.

2) The Board's action on October 17, 1963, to approve the written request of October 1 by Viola, Inc. for the following changes in named subcontractors:

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<thead>
<tr>
<th>Item</th>
<th>Recommended Subcontractor</th>
<th>To Replace</th>
</tr>
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<tbody>
<tr>
<td>Masonry</td>
<td>Viola, Inc., Oxnard</td>
<td>Lutts Bros., Sta. Paula</td>
</tr>
<tr>
<td>Painting</td>
<td>United Specialties Contractors, Inc.</td>
<td>Vitro Cem Products, L.A.</td>
</tr>
<tr>
<td>Plastering</td>
<td>&quot;</td>
<td>&quot; Pacific Plastering Corp., Alhambra</td>
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3) Changes by the 1963 State Legislature in the "Subletting and Subcontracting Fair Practices Act" effective September 20, 1963, of which no notice was received by the County Counsel, Architect, or administration until after the Board's action on October 17.

4) Written notice to Viola, Inc. and the listed subcontractors immediately concerned that the entire matter was to be reconsidered at this meeting.

It was moved by Mr. Licker, seconded by Mr. Kallman and Mr. Jacquemain, and unanimously carried, to rescind the Board's action on October 17, 1963, approving substitution of the three named subcontractors as set forth above to the general contract with Viola, Inc. on the City College building projects.

Mr. Licker stated the record should show that:

1) A request had been made by Viola, Inc. for the above-noted changes in named subcontractors;
2) Notices had been sent the general contractor and the listed subcontractors concerned that the matter would be discussed again by the Board of Education at this meeting;

3) Representatives of the general contractor and the following subcontractors, together with their respective legal counsels, are present at this meeting, said persons including:

Viola, Inc.
- Ralph V. Viola
- John Mitchell, Estimator
- Roy A. Gustafson of Gustafson, Thompson & Cohen, Attorneys at Law, Ventura

Lutts Brothers of Santa Paula—listed subcontractors for masonry
- The Brothers Lutts
  - Robert R. Willard of Willard and Loeb, Attorneys at Law, Ventura

Pacific Plastering Corporation — listed subcontractors for lathing and plastering (hereinafter referred to at times as Pacific Plastering)
- Richard I. Johnson, President
- David M. Yager of Schauer, Ryon & McIntyre, Attorneys at Law, Santa Barbara

Others present were: Oren G. Greene, President of United Specialties Contractors, Inc. (hereinafter referred to at times as United Specialties), requested subcontractors for painting lathing and plastering; and Robert D. Curiel, Deputy County Counsel and legal counsel to the Board of Education. No one was apparently present to represent Vitro Cem Products of Azusa (hereinafter referred to at times as Vitro Cem), listed subcontractors on painting.

Mr. Browne affirmed that notice had been sent to each of the listed subcontractors for masonry, painting and lathing-plastering by registered mail, return receipt requested, that the matter would be discussed at this Board meeting.

With the permission of the Chairman, Mr. Licker called on Mr. Gustafson, legal counsel for Viola Inc., for a statement.
Following is a summary of the principal points included in
Mr. Gustafson's presentation to the Board.

Under the law existing at the time the job was bid and as said law was interpreted by a case in the District Court of Appeals, the awarding body had plenary power to substitute one subcontractor for another or to substitute the general contractor for a listed subcontractor.

Viola's bid was based on the low bids of various subcontractors, but in compiling his final bid total, he erroneously listed certain subcontractors who had bid higher amounts. Viola, Inc., requested the Board's approval of changes in named subcontractors to rectify said errors. According to the District Court of Appeals which affirmed a Superior Court ruling, it was proper for the Board to approve said request under the law prevailing at the time the request was made. The General Contractor had the choice of either requesting the Board's permission to change several listed subcontractors, or to withdraw his bid. In view of the probable hardship to the public agency if he withdrew his bid, he chose to request the Board's approval on changes in named subcontractors on certain of the work to be done.

In all cases, subcontractors made their bids to the prime contractors at the very last minute as is customary to prevent "bid shopping." The bid of United Specialties Contractors, Inc., to Viola, Inc., on lathing-plastering was considerably lower than the bid of Pacific Plastering Corporation. Viola, Inc., used the amount of said low bid in developing his bid to the Board of Education, but by error, he listed the name of Pacific Plastering instead of United Specialties.

Immediately after the opening of bids Mr. Viola discussed the situation with Mr. Browne and mentioned at a Board meeting that he had some changes to make in subcontractors. According to the then prevailing law that permitted such changes for any reason, the General Contractor proceeded to operate under the assumption that the Board's approval of changes in named subcontractors was a mere formality and he assumed this was also the understanding on the part of Mr. Browne and the Board of Education.

On July 8, 1963, Mr. Viola notified Daniel, Mann, Johnson and Mendenhall, Architect-Engineers, (hereinafter referred to at times as DMJM) of the various subcontractors he planned to use on the City College contract. In accordance with customary administrative procedure
prescribed by the school system, DMJM proceeded to try to get the necessary releases from the named subcontractors. On August 1, 1963, Mr. Gustafson wrote Viola Inc., that the Board of Education was not required to have such releases from named subcontractors, citing the Klose Case as the authority for this interpretation.

The Board of Education did not take action on Mr. Viola's request until after it was amended by letter on October 1. The Board's action to approve the three changes listed at that time was taken on October 17, 1963, which was substantially after the new legislation became effective on September 20, 1963.

Now the State Legislation seems to have said that a mistake in listing the name of a subcontractor is not a valid reason for the School Board to approve a substitution. There is a conflict between the District Court of Appeals and the action of the State Legislature on this point, but the conflict has not been resolved by court deliberations. The following particulars are applicable at this time to the three changes included in Mr. Viola's request on October 1, 1963:

**Painting subcontractor:** Vitro Cem Products of Azusa, named subcontractor for painting, is unable to enter into contract with Viola, Inc., because it is unable to secure the necessary bonds. Vitro Cem has not objected to its replacement by United Specialties Contractors, Inc.

**Lathing and Plastering:** In the light of circumstances in which Mr. Viola acted on the basis of prior commitments on behalf of the District, United Specialties Contractors, Inc., started work on the lathing and plastering subcontract prior to September 20, 1963, the effective date of the new law. Viola, Inc., has no choice but to continue on with United Specialties as subcontractor on this phase of the work even though the Board of Education does not approve the substitution. According to the law as it existed prior to September 20, 1963, commitments made prior to that time, and the Board's action on October 17, 1963, Viola has a contractual relationship with United Specialties. He neither has nor has had any contractual relationship with Pacific Plastering or Lutts Brothers.

In proceeding with United Specialties and his own firm, the General Contractor takes the risk of incurring the consequences of his actions, which, according to the present law, are:
1) The Board of Education may cancel the general contract;

2) The Board of Education may impose a penalty of up to 10% of the amount of the subcontract(s) involved;

3) The Board may both cancel the general contract and assess a penalty;

4) The Board may elect to "do nothing."

It is the opinion of this legal counsel that the fourth alternative is a positive one and that the Board does not have to limit its actions to any of the first three alternatives listed. If the Board of Education does not approve the substitution of United Specialties for Pacific Plastering, and substitution of the General Contractor for Lutts Brothers, Mr. Viola intends to proceed with the work on the basis of the requested substitutions despite lack of approval and to face the consequences of what the Board of Education may do by way of penalty. Viola, Inc., also faces possible disciplinary action by the Contractors State License Board.

In view of all of the circumstances this counsel does not believe the Board should cancel the contract or impose a penalty on Mr. Viola. Before the new law went into effect Viola, Inc., had already contracted with United Specialties for the lathing and plastering subcontract and the latter firm was already on the job and doing the work. A mistake was in fact made in listing Pacific Plastering Corporation as the subcontractor for lathing and plastering. Under the law prevailing from the time the general contract was let in June until September 20, 1963, this was a valid reason for making the substitution.

Mr. Licker called attention to the wording of Government Code Section 4110 in the revised "Subletting and Subcontracting Fair Practices Act," said section having been read aloud by Mr. Gustafson during the course of his presentation to the Board.
Mr. Licker questioned whether the Board of Education has discretion only on the alternatives specifically outlined in said wording or whether the word "may" also infers the discretionary alternative of the Board's taking no action. It was agreed between Mr. Gustafson and Mr. Licker that this was a moot point.

Mr. Gustafson raised a question on whether the Board of Education could be forced to take any action. He said that if the Board should decide to levy a penalty, however, he would urge that it be in an amount substantially less than the 10% maximum prescribed in the new law. In response to a question by Mr. Licker as to the amount of penalty Mr. Gustafson would suggest, Mr. Gustafson voiced his feeling that any penalty assessed should not exceed 1% of the respective subcontract concerned. Mr. Gustafson stated that a 1% penalty would result in approximately $1016 on the lathing and plastering subcontract (based on the bid of $101,600 by Pacific Plastering) and $386 on the masonry subcontract (based on a bid by Lutts Brothers in the amount of $38,600).

Mr. Jacquemain stated it was impractical from the standpoint of time to consider cancelling the general contract with Viola, Inc., and he asked if there were any other alternatives for remedying the mistake reported by Mr. Viola. Mr. Gustafson reviewed the alternatives in the new law.

Mr. Gustafson stated that as a practical matter Viola,
Inc., is going ahead with the work with use of the subcontractors upon which he had requested the Board's approval. He said this forces the firm to face the consequences of its actions and that he hoped everyone involved would see the problem in the light of the practical realities. He briefly reviewed the time table by which the new law had been considered and passed by the State Legislature and signed by the Governor, and he pointed out that the present problem was unique in that the law had changed during the period in which the requested changes were being processed. He said California attorneys in general had not been informed of the change until well after it became effective, and that at the time of the Board's action on October 17, apparently only a few groups responsible for the revisions in the law were aware of them.

In response to a question by Mr. Jacquemain as to the definition of a subcontractor, Mr. Gustafson replied that a subcontractor is a person or firm listed in the general contractor's bid with whom the general contractor plans to enter into a contractual relationship for the work to be done. He emphasized that Viola, Inc., has had no contractual relationships either with Pacific Plastering or Lutts Brothers for the subcontracts on lathing-plastering and masonry, respectively.

Mr. Sovie asked whether the subcontractors who are being requested to replace named subcontractors had submitted
bids to Viola, Inc., prior to the time bids on the general contract were opened. Mr. Gustafson replied in the negative on the masonry contract and in the affirmative on the lathing and plastering contract.

Mr. Mitchell, estimator for Viola, Inc., explained that United Specialties had combined its bids on a number of different subcontracts. He spoke of the last minute activities required immediately before submission of bids to the Board to compare and total out the bids received on the various subcontracts to determine the low bid figure, and he said that the erroneous listing of Pacific Plastering had resulted from a last minute telephone message which affected the totaling of said bids.

Mr. Sovine asked what the status of the general contractor would be if he declined to use any subcontractor for masonry and did the work himself. In his reply Mr. Gustafson referred to an earlier court case on this point and said it had the same effect of substituting one subcontractor for another.

Mr. Mitchell stated that Viola, Inc., had estimated that the masonry subcontract could be done for approximately $26,000. and that the bid of Lutts Brothers was considerably higher than this amount.

Mr. Kallman questioned a statement by Mr. Gustafson that the Board of Education had been informed of the anticipated changes in July and he said he did not recall this fact.
Mr. Viola said a revised list of subcontractors had been submitted to Mr. Browne on July 8, after the contract was signed and that he assumed this list had also been transmitted to the Board. Mr. Browne reviewed the customary procedure in this regard, stating that proposed changes in subcontractors are submitted in writing and processed through the project architect. He stated the general procedure in the past has been for the architect to obtain releases from the named subcontractors before recommendations are made for Board approval of requested changes. Mr. Browne said that he and representatives of DMJM had had a number of conversations regarding requested changes in subcontractors. He said that during the period between July 8 and October 1, the architect had worked on clarifying a number of questions concerning the subcontractors.

Mrs. Henderson asked whether releases by the named subcontractors had been obtained when the recommended changes were submitted to the Board. Mr. Browne stated that not all of the releases had been obtained because of a County Counsel's opinion that such releases were not then required by law.

Mr. Licker said it appeared the initial request for substitution of subcontractors was made before the new law became effective, but because of delays in getting releases from the named subcontractors, according to customary administrative procedure, the new law became
effective before the Board took action. Mr. Licker asked Mr. Viola whether the bid of United Specialties on lathing-plastering was considerably less than the amount reflected in his bid to the Board. Mr. Viola said there was a difference of approximately $20,000. between the bids of United Specialties and Pacific Plastering, and that he had used the lower figure submitted by United Specialties but in error had noted the name of Pacific Plastering Corporation. He said that if he were forced to absorb this $20,000. it would be a distinct hardship on his firm. He said that if he could go ahead with the subcontractors he requested he would not have to ask for any favor of the Board concerning the fulfillment of the contract. He affirmed positively that he had used the bid of Mr. Greene's firm but not its name and stated that an honest error had been made in fact on this point.

Mr. Licker said the purpose of the new Government Code Sections regarding subcontracts was to prevent "bid paddling," but that prior to their date of effectiveness, substitutions and changes in subcontracts could be made for any reason upon the approval of the governing board.

Mr. Kallman asked if official notice had been received that Vitro Cem Products was unable to obtain the necessary bonds. Mr. Viola reported on his contacts with said firm and said it was unable
to obtain the necessary bonds because of financial difficulties.

In response to a question by Mr. Licker on the position of Viola, Inc., if the Board were to decide either to assess a penalty now, or to continue the matter for possible disciplinary action at a later time, Mr. Gustafson said the general contractor would prefer to have a nominal penalty assessed now rather than to carry the burden of facing whatever the Board might eventually decide to do at a later date. In response to a question by Mr. Jacquemain on whether the Board had to make a decision at this time, Mr. Curiel advised that the Board did not have to decide the question now but that the general contractor would prefer that it do so.

Mr. David M. Yager of Schauer, Ryon & McIntyre made a statement on behalf of his client, Pacific Plastering Corporation. He introduced Mr. Richard I. Johnson, President of said firm, and a Richard Paulin whom he described as a taxpayer living in Montecito. Following is a summary of the statements included in Mr. Yager's presentation:

Now is not the time to discuss any penalty to be assessed by the Board of Education against Viola, Inc. Such consideration is premature since it would take more time and investigation of the records than has been possible to date. The Board of Education has a duty to proceed on the basis of its obligation to the taxpayers and to the public. His client submitted a bid of approximately $101,000. to Viola, Inc., via telephone. Viola, Inc., was awarded the contract and listed Pacific Plastering Corporation as subcontractor on lathing and plastering. The firm sent a telegram of congratulations and confirmation to Mr. Viola (confirmation copy read by Mr. Yager).
On August 29, 1963, representatives of Pacific Plastering requested and received from Mr. Viola a copy of the plans and specifications for the lathing and plastering subcontract to arrange for ordering the necessary materials and provide the labor supply. The subcontractor proceeded to operate on the assumption that as listed subcontractor he would have the job and he was prepared to execute the contract and the work. For over two months he had no inkling that any confusion was reported to have existed regarding his bid, or that any consideration was being given to replacing him with another subcontractor. On October 21, Mr. Viola informed Mr. Johnson that his firm had been "substituted out."

The present situation is prejudicial to Pacific Plastering which was prepared to proceed with the work and had every reason to expect that it would proceed. Under the circumstances, Viola, Inc., does not merit any special consideration.

The State Legislature has made it very clear regarding the evil practice of bid shopping and bid peddling. Specialty contractors have "sweat and bled and died" to prevent the type of practice followed in this instance. The general contractor has failed to abide by his oral commitments and he is in violation of the requirements of the law. The Board may feel that an honest mistake was made but it has a duty to the taxpayers even if the evil did not exist in this case. Regulatory provisions should be followed.

The claim is made that a mistake resulted from the mechanics of computing the combination bid submitted by another subcontractor. This claim is questionable since the totaling of subcontractors' bids is not handled haphazardly by general contractors. No legal grounds exist for the request for substitution on the lathing-plastering subcontract - the Board of Education has no basis for permitting it.

In our interpretation of the statutes, the Board must assess the penalty since the Code lists only three alternatives and the Board may in its discretion elect only one of the three alternatives specifically named. Assessing a nominal penalty would not do the job necessary to be done because of the Board's pledge of faith to the taxpayers. In addition, the named subcontractor was not advised of the formal hearing before the Board on October 17. The subcontractor has been treated unfairly in every way.
Mr. Kallman asked for confirmation of the date of October 21 on which Mr. Yager stated that Pacific Plastering had first been notified that his firm had been replaced. He asked if this were an oral notice on the part of the general contractor. Mr. Gustafson said that Mr. Johnson of Pacific Plastering was asked to agree to the substitution in July.

Eugene Wieczorek, Construction Administrator for DMAJM, reported that Mr. Viola submitted a list of subcontractors with his bid of June 27, and he also submitted a list of subcontractors to the Architect on July 8. He said that there were four changes on the second list.

Mr. Yager said that at the time of the bid opening in June, Pacific Plastering Corporation was named as a subcontractor and was given no indication in the next several months that any mistake had been made in the listing.

In response to questions by Mr. Licker on the progress and timing of work on the City College projects and how much time the Board had to reach decisions on the matters before it now, Mr. Wieczorek and Mr. Dahl, construction inspector on the job, reported that a delay in proceeding with masonry work would create a problem but that it would be 3-4 weeks before the job would be ready for plastering. There was an exchange of comments between Mr. Licker and Mr. Wieczorek on the effect of a delay of two weeks on the part of the Board in reaching a decision.
Mr. Licker asked how much actual loss had been incurred by Pacific Plastering. He said testimony had been given that the firm had ordered materials, etc., and he asked whether it had incurred any actual financial loss. Mr. Yager replied that the principle should be considered rather than the amount of any actual financial loss. He said that in view of the fact that his client had been notified only about two weeks previous that another subcontractor had been approved for the job, Mr. Viola did not have any grounds for a contractual relationship with Mr. Greene and his firm.

Mr. Gustafson reviewed contacts he had had with Mr. Viola on July 22 and 24 concerning the mistake Mr. Viola had made in listing Pacific Plastering as subcontractor on lathing-plastering. He said Mr. Viola reported that the school board required written releases from the named subcontractors but that "in the case of the plasterer, he definitely will not allow me to release him."

Mr. Gustafson said he had advised Mr. Viola that the Board might like to have such releases as a policy matter but they could not be required legally under the law prevailing then.

Mr. Robert R. Willard introduced himself as a member of Willard and Loebt, legal counsel for Lutts Brothers, and as a school board member in Ventura County. He said he would like to know when Viola first suggested handling the masonry subcontract himself. Mr. Browne said the first information he had on this substitution was on October 1 when Mr. Viola submitted his final request for subcontract substitutions.
Mr. Willard said this information corresponded with the facts as he knew them. Following is a summary of Mr. Willard's additional statements:

On the day the general contract was awarded last June, Mr. Mitchell of Viola, Inc., verified with Lutts Brothers that they had submitted the low bid on masonry. On July 9, Mr. Viola met with Lutts Brothers and told them he had made a mistake and that another bid was substantially lower than theirs. He asked if they would back out and let the other subcontractor do the work and they declined. On September 26, Mr. Viola and the Lutts Brothers held another meeting in Ventura at which time Mr. Viola told them he had underbid the job by approximately $140,000 on labor and that he had to do something about it. He said he wanted them to do the work, but he wanted them to reduce their bid by about $5,000. No agreement was reached and Lutts Brothers had no further word until the notice on October 21 that the Board had approved Viola's request that the general contractor be substituted for the subcontractor. This entire situation appears to be the "bid shopping" condemned so strongly by the State Legislature.

The Lutts Brothers had been listed as the subcontractor on masonry and expected to do the work. They had not bid on other jobs because of this expectation and now have no other work lined up before the end of this year. If they do not get the contract on this job it will result in a substantial financial loss to their firm, and they might be inclined to consider a private civil action on the matter and/or to take the problem to the State License Board. There are two main points to be made at this time:

1) Lutts Brothers have never failed to perform a job satisfactorily and can qualify for bonding requirements. There is no authority for the Board to consent to their replacement by the general contractor.

2) If Viola, Inc., proceeds in doing the work, the Board of Education should impose a penalty of the full 10% of Lutts bid of $38,600.

Mr. Jacquemain noted that one of Mr. Willard's arguments concerned the amount of penalty the Board should assess
because his client was not treated fairly. He said he did not feel it was necessary for the Board to make that decision at this meeting.

Mr. Licker commented that what had happened appeared to be exactly what the State Legislature wanted to prevent through its enactment of the new law. He said he did not think, however, that Mr. Viola had known of the change, but had relied on the law as he understood it had existed and was not concerned with the time schedule caused by the change. He said there is no question that, according to provisions of new Code Sections, the law has been violated, but there are also certain circumstances prevailing in this case that must be taken into consideration. Mr. Licker said the questions before the Board now are whether it should try to force Mr. Viola to work with the listed subcontractors, or to let him make the substitutions and then assess penalties against him. He questioned whether any decisions should be made on these questions at this meeting, and said he would prefer to continue the matter until the next Board meeting in two weeks since no one would be hurt in that length of time and it would give the Board more time to consider the entire problem.

Mr. Kallman said it appeared that the masonry work had already been delayed on the project and he questioned the effect of another two-weeks' delay.

Mr. Willard said he felt the Board should hear a
rebuttal on the part of Viola, Inc.

Mr. Mitchell, Estimator for Viola, said he had talked with a Mr. Rossi in Bakersfield the day before the bid opening on the general contract concerning Mr. Rossi's submitting a bid on the masonry subcontract. Mr. Rossi told him he could do the job for $29,000. and Mr. Mitchell replied that $26,000. was his low estimate on the sub-contract. Mr. Mitchell said the only bid received on bid opening day was telephoned in by Lutts Brothers in the amount of about $38,000. He said Viola, Inc., had asked Lutts Brothers for a release to permit the general contractor to handle the subcontract himself at a lesser amount, and that Lutts Brothers had agreed to the release at one time but had subsequently sent Viola a message that they would release the general contractor for a payment of $5,000. He said his firm wanted no part of arrangements of that kind.

There was a rapid exchange of comments between Mr. Mitchell and the Messrs. Lutts.

Mr. Licker voiced his opinion that "no one was going to win in the present situation." He said a basic principle was involved, and that he felt it fair to say that as far as this Board is concerned a situation of this type will never happen again. He said the Board would take every precaution to see that the law is clearly observed in every case, and that no changes in subcontracts will be considered
at all without written releases from named subcontractors. He said a question in his mind was whether, under the circumstances that exist, the Board should take some action other than imposing the full amount of penalty.

Mr. Gustafson said that not only did Mr. Viola "think" he understood the law but that he "did" understand the law as it existed prior to September 20, 1963. He asked how much penalty a general contractor should be expected to pay because of changes in legal technicalities that came about during a period of working out problems. Mr. Gustafson observed that the contesting subcontractors seemed to be more interested in stressing the technicalities of the law than they did in facing the practical realities of the case.

Mr. Yager said that this is the first case to which the new law has been applicable and that it is a test case. He observed that a number of people throughout the State of California are interested in it for a number of reasons.

Mr. Licker said the Board of Education does not want to get in the middle of a legal debate on philosophic principles established under various sections of the law prevailing at differing times. He said the Board was primarily concerned with constructing the City College buildings in a proper manner, as soon as possible, and at the most advantageous cost. He commented that this might be a test case but that it was not a very good one.

Mr. Willard suggested that the Board: 1) adopt a
motion at this meeting that the request of Mr. Viola to
make three substitutions of subcontractors be denied since
it cannot be granted; and 2) postpone a decision on the extent
and amount of any penalty that may be assessed to "see what
happens." He observed that if the general contractor knows
the Board will not grant his requests he may decide to
proceed with the listed subcontractors or to take some other
action that will clarify the extent of his violation of the
law.

Mr. Licker suggested the possibility that the last action
recommended by Mr. Willard might cause Mr. Viola to cancel
his contract. He suggested that the Board continue the entire
matter until the Board meeting on November 21 and make a
decision at that time.

Mr. Browne recommended that the substitution on the painting
subcontract be approved at this meeting since Vitro-Cem is
unable to enter into contract. Mr. Kallman said this fact
had not been established and that the Board cannot take second-
hand word that the reasons given are the true ones. He asked for
verification of the situation applicable to Vitro-Cem Products.

Mr. Sovine said that according to statements presented
at this meeting by the architect, the administration and the
general contractor, Vitro-Cem Products was unable to provide
bonds and he felt these statements were sufficient. He said
the firm had also been notified of this hearing and had not
sent a representative. Mr. Licker agreed.
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It was moved by Mr. Licker, and seconded by Mr. Sovine, to approve the request of Viola, Inc., on October 1 for substitution of United Specialties Contractors, Inc., of Santa Barbara for Vitro-Cem Products of Azusa as subcontractor for painting on the City College building project, said action being in accordance with Section 4107 of the Subletting and Subcontracting Fair Practices Act.

Mr. Kallman asked for a direct statement by Mr. Viola regarding the status of Vitro-Cem Products. Mr. Viola reviewed his contacts with said company, affirmed its inability to qualify for bonds through Hartford Insurance Company, and said he would hold the Board harmless in this case.

The motion was carried unanimously.

Mr. Jacquemain noted that one of the penalties could be the Board's cancellation of the entire contract with Viola, Inc., and he asked Mr. Gustafson whether he and his client were concerned about this possibility or only about the amount of any penalty that might be assessed. Mr. Gustafson said his client wished to proceed with the job and would like to know as soon as possible the Board's decision regarding the penalty.

It was moved by Mr. Licker, seconded by Mr. Sovine, and unanimously carried, to continue the matter of substitutions of named subcontractors for masonry and lathing-plastering on the City College construction projects to the next regular Board meeting on November 21.
Mr. Licker and a number of other persons left the Board meeting.

The Superintendent presented a draft prepared by the County Counsel's Office of the proposed petition to the County Committee on School District Organization and State Board of Education for formation of the Santa Barbara Junior College District under provisions of Education Code Sections 25450 - 25450.5. Mr. Browne outlined details, stating that said petition provided for transfer of the following properties to the new District:

a. The Mesa Campus, including additional land now in process of being acquired

b. 914 Santa Barbara Street, and 215 and 219 East Canon Perdido Street, all in Block 155

c. 814 Santa Barbara Street in Block 172

d. Lots at corner of East Canon Perdido and Olive Streets in Block 152 (portion of Santa Barbara High School site)

Mr. Browne called attention to a statement attached to the petition regarding the Board's intentions on the amount of bonded indebtedness to be assumed by the Junior College District on July 1, 1964. There was a review of discussions at the Board meetings on October 10 and 17 concerning the proposed new district as well as discussion on various aspects of the petition presented at this meeting. It was then moved by Mr. Sovine and seconded by Mr. Jacquemain, to adopt the petition for submission to the County Committee and the State Board. There was brief discussion concerning the transfer of personal property to the new district, following which the motion was carried unanimously.

Dr. Greenough reported that the petition would be considered by the County Committee at its meeting on
November 11, and that it was expected to be considered by the State Board of Education at a meeting in December,

The President called for a recess of ten minutes following which the meeting was reconvened.

Mrs. Henderson called attention to the fact that public hearing and opening of advertised bids on leasing the avocado orchard on the San Ysidro Road school site was scheduled for this meeting on or about the hour of 4 p.m.

Mr. Browne reported that no bids had been received. He reviewed the position of the former lessee who had lost money on the lease due to freezing weather conditions which ruined this year's crop of fruit. Mr. Browne outlined provisions of the advertised lease terms and there was discussion regarding whether water should be paid for by the District or by the lessee. A number of suggestions were made, following which Mr. Jacquemain moved that the Board take the prescribed action to readvertise for bids on lease of said property. Following further discussion, Mr. Jacquemain withdrew his motion and the matter was continued to the Board meeting on November 21. Mr. Browne was directed to discuss the situation with the manager of the Calavo Association.

Mr. Browne presented the following proposed change orders to the general contract with Viola, Inc., on the City College building project, and called attention to the fact that representatives of Daniel, Mann, Johnson & Mendenhall were present to discuss details:

a. Substitute underground pipe for open drainage ditch in the general area of Lower Leadbeiter Road and the future gymnasium. A primary purpose would be to provide space for 45 additional parking spaces. Estimated cost, $30,000.
b. Additional excavations in the area below the future gymnasium; required by State Division of Architecture because of soil conditions. Estimated cost, $5,000.

c. Retaining wall or alternative plan for providing soil control in gymnasium area. The City College master plan calls for erection of a gymnasium at the lower level of the southern portion of the City College campus. The north wall of the gymnasium was planned to serve also as a retaining wall between the upper and lower levels of the campus in that particular location. The bid form on Phase I projects included an alternate on the gym, but this contract was not awarded due to financial limitations.

There was lengthy discussion among Board members, architectural representatives, administrative staff members, the building inspector, the building superintendent for Viola, Inc., and others regarding the relative needs for each of the proposed changes; their relationships to other aspects of the Phase I building program and to anticipated projects in the Phase II building program; the progress of construction on the present contract; parking problems in the vicinity of the City College; the sources of funds from which the proposed changes could be financed; and a number of other details.

In response to questions, Mr. Browne summarized the progress to date on major projects included in the current building program. He commented particularly on the status of site acquisitions in the current program, including a portion of the Wolff property; the estimated balance anticipated in the appropriation for the Goleta Valley Junior High School; and the projects that have not yet been initiated. He called particular attention to the analysis
of estimated expenditures and income for City College building projects that was submitted to the Board at the time the general contract was let.

Mr. Jacquemain said that the District could not afford all three of the proposals submitted at this time. He concurred with the immediate need for items (a) and (b) as summarized above and said he felt that item (c) might be highly desirable but the expenditure was not warranted at this time. He suggested that consideration on the retaining wall proposed in item (c) be held until such time as the Board has full information on the final costs of other projects in the bond building program. Mr. Sovine expressed his particular concern for proper drainage and said he felt that item (a) was a necessity.

Mrs. Henderson called attention to the parking problems in the area of the City College and said she felt the Board would be criticised if it did not take advantage of this opportunity to provide additional parking spaces on school district grounds. Mr. Kallman said he felt the retaining wall in the gymnasium area was of greater necessity than additional parking spaces and that approval of the wall now would save money in the long run.

Following additional discussion, it was moved by Mr. Jacquemain and seconded by Mr. Sovine, to approve
items (a) and (b) as summarized above. Mr. Kallman asked whether it would be possible to utilize parking meters on student parking lots at the City College. Mr. Browne said it was his understanding that this possibility had been discussed by Junior College personnel throughout the State. The motion was carried unanimously.

It was moved by Mr. Kallman and seconded by Mr. Sovine, to approve the retaining wall as described in item (c) above. Mr. Jacquemain asked several questions of Mr. Smith of Daniel, Mann, Johnson & Mendenhall regarding the present outlook for other unexpected expenses that might develop before completion of the general contract. Mr. Smith said subsurface work had been completed on all of the building units and that no particular problems were anticipated from this point on. Mr. Smith said it was impossible to give assurance, however, that no further changes would be required. The motion was carried unanimously.

The Superintendent recommended that the hours for Santa Barbara High School Library be established as follows:

Daily Schedule: 7:30 a.m. - 4:30 p.m., Monday - Friday
6:30 p.m. - 9:00 p.m., Monday - Thursday

There was discussion, following which it was moved by Mr. Jacquemain, seconded by Mr. Sovine, and unanimously carried, to approve the recommendation of the Superintendent in this regard.

The President recessed the meeting from 7 to 8 p.m. for purposes of a dinner break. The meeting was reconvened at 8 p.m. with the following persons present:
Board Members:  Mrs. Elisabetta P. Henderson  
Arnold W. Jacquemain  
Robert E. Kallman  
C. E. Sovine  
  
Staff:  Norman B. Scharer  
George E. Browne  
Douglas C. White  
R. V. Jackson  
Gleeola M. Brun  
J. Brady Howell  
William E. McLaughlin  
Robert C. McNeill  
Paul Guido Dal Bello  
Donald K. Bennett  
Jack Nakano  
  
Others:  Barclay Brantingham, News-Press  
Mrs. John Goutsouvas  
Mrs. Syl Goodenow  
A Mr. and Mrs. Reynolds  
Frederick Noel of Noel-Henderson, Architects  

Upon the recommendation of the Superintendent, it was moved by Mr. Jacquemain, seconded by Mr. Kallman, and unanimously carried, to approve changes in certificated personnel assignments in accordance with details of Attachment #1 to these Minutes, and in conjunction with the Santa Barbara School District.

The Superintendent reviewed the preliminary work required preparatory to opening of the Goleta Valley Junior High School next fall, and recommended that the Board take action now to appoint the Principal-Elect for the new school. He reviewed the deliberations of an advisory screening committee appointed to evaluate qualifications of candidates for said position. Dr. Scharer recommended that Linton Roberts, now Assistant Principal at La Colina Junior High
School, be appointed as Principal-Elect of Goleta Valley Junior High School as of February 3, 1964, at a classification of III-l3, L-1 (annual salary rate $12,779). There was discussion, during which Mr. White answered questions on the means taken to advertise the opening, the number of candidates who applied, and the general time table by which appointment of other staff members for the new school will be recommended to the Board.

Dr. Scharer reported that a representative of the architectural firm of Arendt/Mosher/Grant had informed him every effort would be made to have at least the classrooms ready for the opening of school in September, 1964.

It was moved by Mr. Kallman, seconded by Mr. Sovine, and unanimously carried, to appoint Mr. Roberts as Principal-Elect of the Goleta Valley Junior High School in accordance with details recommended by the Superintendent as summarized above.

Upon the recommendation of the Superintendent, it was moved by Mr. Kallman, seconded by Mr. Jacquemain, and unanimously carried, to approve classified personnel assignments in accordance with Attachment #2 to these Minutes and in conjunction with the Santa Barbara School District.

The Superintendent briefly reviewed arrangements for the Manpower Development Training Act Clerk-Stenographer Training Program conducted in Santa Barbara for a 27-week period expiring October 31, 1963. He recommended
continuance of this program for two additional 27-week periods. Dr. Scharer introduced Dr. Robert G. McNeill, Assistant Dean of Instruction at City College, who presented further details concerning the program and answered questions by Board members.

It was moved by Mr. Jacquemain, seconded by Mr. Sovine, and unanimously carried, to approve continuance of said program for two additional 27-week periods as noted below and in accordance with other details as outlined at this meeting:

1st period: December 2, 1963 -- June 19, 1964 (includes lapsed time)
2nd period: July 6, 1964 -- January 22, 1965

Upon the recommendation of the Superintendent, it was moved by Mr. Sovine, seconded by Mr. Kallman, and unanimously carried, to accept with appreciation resource units on banking provided San Marcos and Santa Barbara High Schools, as well as other high schools throughout the State, through efforts of the California Bankers Association and the Santa Clara County Office of Education.

Mr. Browne reported at length on details of negotiations during the past months with Jean Paul Wolff regarding acquisition for City College purposes of a portion of the property across Leadbetter Road from the City College campus on the Mesa. He said that details have involved planning by the Architect-Engineers, Daniel, Mann, Johnson & Mendenhall, and consultation with Ralph M. Hults, M.A.I. and the owner, who is also concerned with the effect of school use on development plans for the balance of his property.
Mr. Browne stated that Mr. Wolff is now considering a plan involving approximately 10.2 acres fronting on Leadbetter Road, and about 175 feet southwest of Cliff Drive, but with access from Cliff Drive. Mr. Browne said that as soon as a final plan is agreed upon by the negotiating parties, Mr. Hults will proceed with his appraisal report. Mr. Browne voiced the hope that this property acquisition can be completed within the next several months.

There was discussion concerning details. Mr. Browne reported that the amount of money that will be available for development of this additional land will depend on the final purchase price.

Mr. Browne reviewed discussion at the Board meeting on October 3, 1963, regarding professional services on planning for development at District expense of City-owned properties adjacent to the City College. He said he had subsequently approached the Mayor to inquire whether the City had personnel who were qualified professionally to do the work required, and whether the City would make such personnel available to the High School District. Mr. Browne said it was his understanding that this request had been considered by several members of the City staff, as well as Council members. He reported that he had been informed that City personnel were not in a position to provide such services because of their commitments to the City as a whole on other projects. Mr. Browne presented a
letter in this regard dated October 4, 1963, from Mayor MacGillivray.

Mr. Browne renewed an earlier administrative recommendation that Daniel, Mann, Johnson & Mendenhall be retained for professional services in connection with planning for development of subject City properties, said services to be in accordance with terms and conditions of their basic contract with the High School District, and in compliance with the District's joint exercise of powers agreement with the City dated August 28, 1962. There was brief discussion, following which it was moved by Mr. Jacquemain, seconded by Mr. Sovine, and unanimously carried, to retain DMJM for said services in accordance with the Superintendent's recommendation.

Mr. Browne reviewed the status of current building projects at La Cumbre Junior High School, the budget appropriations therefor, and discussion at the Board meeting on October 3, 1963, concerning further needs that would require expenditures in excess of current appropriations. He reported that during the past several months, the Architects, Noel-Henderson; members of the central administration; and key staff members at La Cumbre had evaluated additional needs connected with building projects at the school to determine whether they were urgent now, needed when other funds were available, or desirable at some future date.
Mr. Browne presented a list of change orders recommended at this time by the Architects at a total estimated cost of $62,796., together with the following summary of the items recommended at this time by the administration. He stated that the administrative recommendations were estimated to cost about $30,000., and that this money would have to be provided by transfers from balances in other project appropriations and/or the contingency fund included in the total bond fund budget:

- **Item 1 (a):** Double counterweights, and counterweight beams - auditorium stage; loading bridge and fly gallery
- **Item 2:** Improvements to Quad Area
- **Item 3:** New asphalt paving west of shower building; patching or repaving area south of buildings
- **Item 4:** Repainting interior of auditorium
- **Item 7:** New roofing, flat portion of auditorium roof
- **Item 9:** Concrete curb at Modoc and west entrance
- **Item 10:** Auditorium entrance ceiling, lathing and plastering

Mr. Kallman said he had investigated the situation at La Cumbre further since the last Board meeting, and he supported the urgency of all of the stage and theatre improvements recommended by the Architect. Mr. Browne agreed with the need, but said financial limitations required several cuts, and that the staff concurred on which were the most urgent needs. Mr. Kallman noted that additional monies had been provided for change orders at the City College, and he voiced
his belief that the Board's first responsibility was to elementary, junior high, and senior high schools.

There was lengthy discussion, during which Mr. Nakano objected to any inference that he was agreeable to elimination of sound and light control booths and equipment, and rewiring for the stage. He called attention to the six items recommended by the architect for the stage and auditorium area, and urged that the Board give further consideration to the five items not recommended at this time by the administration. Mr. Browne said that efforts had been made to establish priorities according to the urgency of the respective needs, and that the administration would have no hesitancy in recommending the other items if funds were available.

Mr. Kallman said the Board should make every effort to provide such monies, and he suggested that the property now being used at La Cumbre be sold, and the proceeds used for urgent needs at La Cumbre. He said such a course of action could be justified to the taxpayers, and that it would help to bring La Cumbre up to the standards of the other junior high schools.

Mr. Dal Bello expressed appreciation to the Board members who had visited the schools. He concurred with the need for the items suggested for the stage area, and said the other items listed were also justified. He stressed that La Cumbre staff members were asking for the bare minimum of needs at the school, and that they were very much concerned with the safety and welfare of the students there.
Following further discussion, it was moved by Mr. Jacquemain, seconded by Mr. Sovine, and unanimously carried, to approve Items 1 through 10 as noted above at an estimated cost of $30,000.

Mr. Kallman said he would like to have the Board give serious consideration to his suggestion that proceeds from sale of a portion of the La Cumbre site be devoted to needs at that school, and he suggested that the matter be studied, perhaps through a special committee for the purpose.

Mr. Sovine said there was no question in his mind about the need for all of the items suggested for La Cumbre, and that if additional funds became available, there would be no question about the advisability of completing them. Mr. Browne said that these items did not have to be handled as part of the present contract. Following further comments by Board members, Mr. Dal Bello thanked the Board for its consideration.

The Superintendent recommended acceptance of the multi-purpose building at La Cumbre, and there was discussion concerning several minor items yet to be completed. Mr. Browne said that if any items were not completed satisfactorily by expiration of the 35-day lien period, four times the cost of said items would be retained by the District until such time as they were completed satisfactorily.

Following further brief discussion, it was moved by Mr. Sovine, seconded by Mr. Jacquemain, and unanimously carried, to accept said building from J. W. Bailey Construction Company,
and to authorize the Business Office to file notice of completion and to proceed with progress payments (total contract cost, including change orders, $90,301.00).

Mr. Nakano said he would like to make a personal statement concerning the Board's action at this meeting not to provide all of the facilities for La Cumbre stage and theatre. He reviewed practical problems he faced, particularly regarding lighting facilities, and voiced his personal disappointment that the Board had not seen fit to make funds available for such purposes.

There was further discussion on the matter, during which Mr. Jackson outlined particulars of the lighting facilities that were to be replaced by the maintenance department upon completion of certain work by the contractor.

Mrs. John Tsoutsouvas, President of La Cumbre PTA, spoke in favor of providing adequate facilities for the stage, calling attention to previous fund raising activities by the PTA and by students to provide the lights that had been removed from the stage. She urged that the Board make every effort to get them back in as soon as possible, perhaps in time for the annual Christmas program.

Following a further exchange of comments, the administration was requested to report back to the Board in about a month on the status of lighting for the stage.
Mr. Browne reported that the County Planning Commission had approved an alternative junior high school site on the Willard-Tatum property (Hollister Avenue and Old San Marcos Road), and that copies of the Commission report had been sent to Board members. He said that Mr. Tatum had been asked to present his proposal in writing to the Board, but that this request had not yet been complied with. There was discussion, following which the matter was continued to the Board meeting on November 21, 1963.

There was discussion on a report by Mr. Howell on his investigation of pedestrian traffic problems in the vicinity of La Colina Junior High School. He stated that studies indicate there is insufficient pedestrian traffic at present to warrant special traffic control on Foothill Road at the entrance to the school. He also reported that the State Division of Highways had assured him that maintenance work and installation of sections of gravel walkway would be accomplished very soon along Foothill Road immediately east of La Colina to make it safer for pedestrians.

There was also brief discussion re. safety hazards on Cliff Drive to students attending Washington School. Mr. Howell was asked to investigate this situation and report to the Board.

Upon the recommendation of the Superintendent and following brief discussion re. orders for "new media" projects, it was moved by Mr. Jacquemain, seconded by
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Mr. Sovine, and unanimously carried, to authorize and/or ratify the purchase of supplies, equipment, and services on purchase orders numbers 326 through 659 in conjunction with the Santa Barbara School District.

Upon the recommendation of the Superintendent and following brief discussion on claims for appraisals and audits, it was moved by Mr. Sovine, seconded by Mr. Jacquemain, and unanimously carried, to authorize and/or ratify payment of the following claims in conjunction with the Santa Barbara School District; and further, to authorize progress payment to Viola, Inc., in the amount of $229,954.80 from the High School District Bond Fund:

General claims on warrants numbers B-1730 through B-2642 1540 payroll warrants for October, 1963, in the amount of $761,184.00

Mr. Jacquemain left the meeting.

The Superintendent presented the following items for the general information of Board members:

1. Letter of October 30, 1963, from Dr. Wm. T. Carty, Superintendent of Carpinteria Unified School District, expressing appreciation for assistance to employees of said district on a recent visitation day.

2. Report requested at Board meeting on October 3, 1963, re. number of students attending City College from Los Angeles and other areas of California (discussed briefly).

3. Report re. election of members to County Committee on School District Organization at trustee delegate meeting October 28, 1963, with Mrs. Henderson serving as delegate from Santa Barbara Board of Education.

4. Reminder concerning Region 7 conference of California School Boards Association, San Marcos High School, November 16,
The Superintendent called attention to the annual conferences of CASA and the CSBA in San Francisco the first week in December, and suggested that the Board give consideration to holding an adjourned meeting on December 12 in lieu of the regular Board meeting scheduled for December 5. Dr. Scherer said that no action was required at this time.

Adjournment

No further business being presented, the meeting adjourned subject to the call of the Chair.

Norman B. Scherer, Superintendent and Secretary-Clerk to Board of Education

Attest:

Mrs. Elisabetta F. Henderson, President

Approved by Board of Education on 1964