

## BOARD MEETING NOTICE AND AGENDA

### CULVER CITY UNIFIED SCHOOL DISTRICT Regular Meeting of the Board of Education to "Conduct the District's Business in Public" CLOSED SESSION – 6:00 p.m. OPEN SESSION – 7:00 p.m.

City Hall (Mike Balkman Chambers)  
9770 Culver Blvd., Culver City, CA 90232

August 26, 2014

Persons in the audience during the meeting of the Board of Education are asked not to talk during presentations or the meeting. If conversation with another person needs to take place, please do so outside the Board Room so as not to disrupt others or the meeting. *Please make sure your cell phone is turned off or silenced at this time.*

#### PRESENTATIONS AND PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the case of a non-agenda item, persons are invited to comment under "Public Recognition." In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Prior to addressing the Board, please complete a card (located on the table at the rear entrance) and give the card to the Superintendent's Executive Assistant. Persons addressing the Board are asked to do so from the podium. Please state your name, address, and organization before making your presentation.

#### 1. CALL TO ORDER

The meeting was called to order by \_\_\_\_\_, at \_\_\_\_\_ p.m.

##### **Roll Call – Board of Trustees**

Laura Chardiet, President  
Nancy Goldberg, Vice President  
Steven M. Levin, Ph.D., Clerk  
Susanne Robins, Member  
Katherine Paspalis, Esq., Member

#### 2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

#### 3. RECESS TO CLOSED SESSION

- 3.1 Public Employee Performance Evaluation (Pursuant to GC §54957)  
Title: Superintendent
- 3.2 Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation (Pursuant to subdivision (b) of GC §54956.9)  
(2 Potential Case)

- 3.3 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)
- 3.4 Public Appointment/Employment (Pursuant to GC §54957)  
Certificated Personnel Services Report No. 2  
Classified Personnel Services Report No. 2

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

- 5.1 Roll Call – Board of Trustees  
Laura Chardiet, President  
Nancy Goldberg, Vice President  
Steven M. Levin, Ph.D., Clerk  
Susanne Robins, Member  
Katherine Paspalis, Esq., Member

5.2 Flag Salute

6. **PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN BY THE BOARD IN CLOSED SESSION**

7. **PUBLIC HEARING** - None

8. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Vote \_\_\_\_\_

9. **CONSENT AGENDA**

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. An Administrative Recommendation on each item is contained in the agenda supplements. There will be no separate discussions of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Items.

- 9.1 Approval is Recommended for the Minutes of Regular Meeting – July 8, 2014
- 9.2 Approval is Recommended for Purchase Orders and Warrants
- 9.3 Approval is Recommended for the Certificated Personnel Reports No. 2
- 9.4 Approval is Recommended for the Classified Personnel Reports No. 2
- 9.5 Acceptance of Compensation Report of the Members of the Board of Education
- 9.6 Approval is Recommended for the Student Teacher Agreement Between the Culver City Unified School District and California State University, Northridge

- 9.7 Approval is Recommended for the Internship Agreement Between the Culver City Unified School District and University of California Los Angeles

10. **AWARDS, RECOGNITIONS AND PRESENTATIONS** - None

11. **PUBLIC RECOGNITION**

Public recognition is the time when members of the audience may address the Board on matters not listed on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Board members will be allotted fifteen (15) minutes to comment during this portion of the agenda. The Board of Trustees may reduce the time limit(s) if there are a large number of individuals desiring to address the Board.

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Student Representatives' Reports
- 11.4 Members of the Audience
- 11.5 Members of the Board of Education

12. **INFORMATION ITEMS**

Information items are generally included on the agenda for two reasons: to solicit reactions from the Board and the public on matters which may require Board action at a later date; and to provide information on a wide range of matters of interest to the Board and public. Comments by the public shall be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

- 12.1 Update on Bond Timeline and Activities
- 12.2 Update on Robert Frost Auditorium Design
- 12.3 Update on Current Capital Projects

***RECESS THE REGULAR MEETING OF THE BOARD OF EDUCATION AND  
CONVENE THE MEETING OF CULVER CITY SCHOOL FACILITIES  
FINANCING AUTHORITY***

- 1.0 Approval of the Report of the Treasurer – Controller
- 2.0 Approval of Reimbursement to Fund 21 from Bond Refinancing Proceeds as Presented

***ADJOURN THE MEETING OF CULVER CITY SCHOOL FACILITIES  
FINANCING AUTHORITY AND RECONVENE TO THE REGULAR MEETING  
OF THE BOARD OF EDUCATION***

13. **RECESS** (10 Minutes)

**14. ACTION ITEMS**

This is the time of the meeting when members of the audience may address the Board on matters that are on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. Routine Board procedure on action items includes: receiving additional background information or analysis from staff; receiving comments from members of the audience; receiving additional information from the Superintendent or other resource personnel; introducing a motion on the item; taking action on the agenda item. Comments by the public will be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

**14.1 Superintendent's Items - None**

**14.2 Education Services Items**

14.2a Approval is Recommended for the Software License and Support Agreement between Instructure, Inc., and Culver City Unified School District

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**14.3 Business Items**

14.3a Approval is Recommended to Ratify Agreement with LACOE for PeopleSoft Financial System

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3b Approval is Recommended to Ratify Agreement with Recycling Coordinator Consultant

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3c Approval is Recommended for Resolution #1/2014-2015 – Increase in Developer Fees

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3d Approval is Recommended to Ratify Purchase of Network Equipment

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3e Approval is Recommended for Claim Rejection

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3f Approval is Recommended for Resolution #2/2014-2015 – Bond Issuance

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_



14.3g Approval is Recommended for Resolution #3/2014-2015 – Formation of Bond Oversight Committee

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3h Approval is Recommended to Adopt Bond Oversight Committee Bylaws

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3i Approval Is Recommended for Revision to Agreement with Keygent Advisors

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3j Approval is Recommended to Ratify Addendum to Agreement with Cumming

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3k Approval is Recommended to Ratify Statement of Intent to Participate in Culver City's Hazard Mitigation Plan

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3l Approval is Recommended for the Addendum to Athletic Field Lease Lease-Back Phase II

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3m Approval is Recommended to Ratify Agreement for El Marino Air Mitigation Engineering Study

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3n Approval is Recommended for Rejection of Claim

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**14.4 Personnel Items**

14.4a Approval is Recommended for the Emergency Permit, Declaration of Need for Fully Qualified Educators

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**15. BOARD BUSINESS**

15.1 Board Self-Evaluation

16. **ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY. Any individual with a disability who requires reasonable accommodation to participate in a board meeting, may request assistance by contacting the Superintendent's Office at 4034 Irving Place, Culver City, CA 90232. Phone Number: (310)842-4220 Fax Number: (310)842-4205

**FUTURE MEETINGS**

Sept 9 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), District Office, Board Room, 4034 Irving Place  
Sept 23 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), City Hall, Mike Balkman Chambers, 9770 Culver Blvd.

**NOTE:** The CCUSD TIP Hotline is (310) 535-2590. Culver City Unified School District meetings are regularly scheduled for the second and fourth Tuesdays of every month. Public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the District Office, 4034 Irving Place in Culver City during regular business hours (8:00 a.m. to 4:30 p.m.) A complete agenda is available for review in each school office and also available for pickup at the District Office. Visit the Culver City Unified School District Website at [www.ccusd.org](http://www.ccusd.org). Each school office has a suggestion box. We look forward to receiving your comments and suggestions.

**CULVER CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
UNADOPTED MINUTES**

<b>Meeting:</b>	<u>Regular Meeting</u>	<b>Date:</b>	<u>July 8, 2014</u>
<b>Place:</b>	<u>District Administration Office</u> <u>4034 Irving Place</u> <u>Culver City 90232</u>	<b>Time:</b>	<u>6:00 p.m. – Public Meeting</u> <u>6:01 p.m. – Closed Session</u> <u>7:00 p.m. – Public Meeting</u>

**Board Members Present**

**Laura Chardiet, President**  
**Nancy Goldberg, Vice President**  
**Steven M. Levin, Ph.D., Clerk**  
**Susanne Robins, Member**  
**Katherine Paspalis, Esq., Member**

**Staff Members Present**

**Kati Krumpe**  
**Leslie Lockhart**  
**Mike Reynolds**

**Call to Order**

Board President Ms. Chardiet called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:09 p.m. with all Board members in attendance. Amy Levit led the Pledge of Allegiance.

**Report from Closed Session**

Ms. Chardiet reported that the Governing Board met in Closed Session regarding issues listed on today's Closed Session agenda and announced that no reportable actions were taken.

**8. Adoption of Agenda**

Ms. Chardiet announced that item 9.9 is pulled from the agenda. It was moved by Ms. Goldberg and seconded by Dr. Levin to adopt the July 8, 2014 agenda as amended. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**9. Consent Agenda**

Ms. Chardiet called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. No items were withdrawn. Ms. Paspalis announced that item 9.1 was amended on page 120 in Mr. Reynolds comments and copies were provided to the public and the Board at the meeting. It was moved by Ms. Robins and seconded by Ms. Paspalis to approve Consent Agenda Items 9.1 as amended, and 9.2 – 9.8 as presented. The motion was unanimously approved.

- 9.1 Minutes of Regular Meeting – June 24, 2014
- 9.2 Purchase Orders
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 1
- 9.5 Classified Personnel Reports No. 1
- 9.6 Williams Quarterly Report on Uniform Complaints
- 9.7 Culver City Middle School GATE Field Trip to the Catalina Island Marine Institute (CIMI), October 24-26, 2014
- 9.8 Enrollment Report

**10. Awards, Recognitions and Presentations**

**10.1 Culver City Education Foundation – Building Blocks for Education**

Leslie Adler, Executive Director of the Education Foundation, provided information on the foundation. She explained what a Building Block represents and stated it is a special recognition. Ms. Adler announced that Amy Levin was the honoree this evening. Kelly Wilcox spoke on behalf of the District and provided the Board with a brief bio on Ms. Levit's career starting as a teacher in the District in 1972. She has provided forty-two years of true dedication to our students. Ms. Levit accepted the Building Block and briefly spoke thanking everyone. Ms.

Chardiet thanked the Education Foundation for the presentation and Ms. Levit for her years of service in the District.

## **11. Public Recognition**

### **11.1 Superintendent's Report**

Mr. LaRose was not in attendance.

### **11.2 Assistant Superintendents' Reports**

Dr. Krumpke reported that she spent the morning at the inaugural Athletic Department's Coaches Retreat where Steve Sarkisian was the speaker. The theme of the retreat was "Pursuing Victory with Honor" and a book by John Wooden was given to all in attendance. Dr. Krumpke stated that the morning was very inspirational and she is sure the rest of the day went well. She provided an update on her attendance at the Cotsen Foundation meeting and stated that she does not have a lot of data at this time since the state postponed receipt of test scores. Dr. Krumpke met yesterday with salespeople to look at a possible new learning management system purchase. They are in the final negotiations before bringing vendors forward.

Mrs. Lockhart reported that the District Office is piloting new office hours for the summer. The District Office will be closed on Fridays during the month of July with employees working ten hour days Monday through Thursday. The Human Resources Department is busy hiring lots of new employees/teachers for the upcoming year, and it is exciting to see people excited about working for the District.

Mr. Reynolds provided the Board with a bond timeline update and what capital improvements will get worked on. He stated that the first projects will be to complete the ones that have already been started. He provided a list of the capital improvements and the timelines. Ms. Chardiet asked to have a representative from Keygent attend the next meeting. Ms. Paspalis stated that Mr. Reynolds July 3<sup>rd</sup> Friday Memo had a good breakdown of estimated costs. She requested an updated list. Ms. Paspalis referred to number eleven on the memo and had questions about the bleachers. She asked if we are getting new bleachers for the baseball and softball areas. Mr. Reynolds stated that we could incorporate them into our current plan for the lease lease-back maintenance if the Board desires. Ms. Goldberg asked about the status of the Robert Frost improvements. Mr. Reynolds provided a quick update. Dr. Levin asked the eligibility for state funds. Ms. Robins asked if there was a sense of the number of people that will be on the Oversight Committee. Mr. Reynolds stated that he thinks there is a specific number that has to be on the committee. Additional discussion ensued about enrollment numbers possibly going up.

### **11.3 Members of the Audience**

Members of the audience spoke about:

- Tom Salter informed the Board about the Senior Athletics Banquet that took place on June 2<sup>nd</sup>. He reported that thirty-seven athletes received the Dave Sanchez Memorial Scholarship. It was a great day for athletics. Mr. Salter also provided an overview of the workshops that happened at the coaches retreat and stated that they really participated. He would like to see a retreat done every year.

### **11.4 Members of the Board**

Board Members spoke about:

- Ms. Robins stated that she was excited about everything that she has been hearing at the meeting. She is also very happy to hear about the learning management system since she has used one before and knows how helpful it can be. Ms. Robins stated that she is very impressed with all of the scholars.
- Dr. Levin reported that it will be Rocket Day at the Summer Lunch Program this upcoming Friday.
- Ms. Goldberg reported that she was teaching cursive at the Summer Lunch Program which is so much fun and the parents are starting to come to the program. La Ballona has done a great job getting so many community partners to help out. Ms. Goldberg announced that on July 16<sup>th</sup> the Historical Society is having a "How Culver City High School Began" event; and she stated that the Walkers and Rollers are "still in action."
- Ms. Paspalis went to four different block parties during the July 4<sup>th</sup> holiday. She stated that this is a great part of our community!

- Ms. Chardiet requested a year over year data graph on enrollment and felt we should also get good demographic information included. She would also like to get the information from the personnel audit, and asked if there was going to be a report given on the audit.

**12. Information Items**

**12.1 First Reading of Board Policy/Administrative Regulation 1312.3, Community Relations – Uniform Complaint Procedures**

Board members discussed and provided Rebecca Williams with a few minor typographical error changes. The information will be brought to a future meeting for approval.

**12.2 Capital Facilities Update**

Bryan Osborne from Balfour Beatty presented an update to the Board on the list of projects being done around the District and how they are progressing.

**13. Recess**

The Board bypassed a recess.

**14. Action Items**

**14.1 Superintendent's Items - None**

**14.2 Education Services Items**

**14.2a Approval is Recommended for the Suspended Expulsion of Pupil Services Case #03-13-14**

It was moved by Ms. Paspalis and seconded by Ms. Robins that the Board approve the Suspended Expulsion of Pupil Services Case #03-13-14 as amended in Closed Session. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.2b Second Reading and Approval of Revised Board Policy 5030, Students – Wellness**

It was moved by Ms. Robins and seconded by Dr. Levin that the Board approve Revised Board Policy 503-, Students – Wellness as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.2c Second Reading and Approval of Revised Board Policy 5141.33, Students – Head Lice**

It was moved by Ms. Robins and seconded by Dr. Levin that the Board approve Revised Board Policy 5141.33, Students – Head Lice as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.2d Second Reading and Approval of Revised Board Policy and Administrative Regulation 6163.2, Instruction – Animals at School**

It was moved by Dr. Levin and seconded by Ms. Paspalis that the Board approve Revised Board Policy and Administrative Regulation 6163.2, Instruction – Animals at School as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.2e Approval is Recommended for New Course at Culver City High School: Computer Information Technology Essentials**

Ms. Robins asked if there was a teacher for this position. Mrs. Lockhart confirmed that there was a teacher for this position. It was moved by Ms. Robins and seconded by Ms. Paspalis that the Board approve New Course at Culver City High School: Computer Information Technology Essentials as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.2f Approval is Recommended for New Course at Culver Park High School: Global Sustainability**

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve New Course at Culver Park High School: Global Sustainability as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3 Business Services Items****14.3a Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2014-15 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT)**

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve AB1200 Public Disclosure – Financial Impact of 2014-15 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3b Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2014-15 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified Employees (ACE)**

It was moved by Dr. Levin and seconded by Ms. Goldberg that the Board approve AB1200 Public Disclosure – Financial Impact of 2014-15 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified Employees (ACE) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3c Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2014-15 Agreement Between Culver City Unified School District (CCUSD) and Management Association of Culver City Schools (MACCS)**

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve AB1200 Public Disclosure – Financial Impact of 2014-15 Agreement Between Culver City Unified School District (CCUSD) and Management Association of Culver City Schools (MACCS) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3d Approval is Recommended for Rejection of Claims**

It was moved by Ms. Paspalis and seconded by Ms. Robins that the Board approve the Rejection of Claim as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3e Approval is Recommended for the Authorization to Transfer Funds**

It was moved by Ms. Paspalis and seconded by Ms. Robins that the Board approve the Authorization to Transfer Funds as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3f Approval is Recommended to Amend Agreement with GB Architects**

It was moved by Ms. Robins and seconded by Ms. Goldberg that the Board approve to Amend Agreement with GB Architects as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3g Approval is Recommended for Agreement with Class Leasing**

It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve the Agreement with Class Leasing as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3h Approval is Recommended for Agreement with Dannis, Woliver and Kelley**

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve the Agreement with Dannis, Woliver and Kelley as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3i Approval is Recommended for Agreement with School Innovations and Achievement**

It was moved by Dr. Levin and seconded by Ms. Paspalis to approve the Agreement with School Innovations and Achievement as amended. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3j Approval is Recommended to Ratify Specialized Secondary Schools Enrollment MOU with LACOE**

It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board Ratify Specialized Secondary Schools Enrollment MOU with LACOE as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.3k Approval is Recommended to Ratify County Community Schools Enrollment MOU with LACOE**

It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board Ratify County Community Schools Enrollment MOU with LACOE as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4 Personnel Items****14.4a Approval is Recommended for the 2014/2015 and 2015/2016 Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT)**

It was moved by Ms. Robins and seconded by Ms. Goldberg that the Board approve the 2014/2015 and 2015/2016 Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4b Approval is Recommended for the 2014/2015 Certificated Salary Schedules Per CCFT MOU**

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve the 2014/2015 Certificated Salary Schedules per CCFT MOU as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4c Approval is Recommended for the Memorandum of Understanding (MOU) Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT) Regarding New 212 Day Work Year**

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve the Memorandum of Understanding (MOU) Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT) Regarding New 212 Day Work Year as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4d Approval is Recommended for the 212 Day Work Year CCFT Salary**

It was moved by Dr. Levin and seconded by Ms. Paspalis that the Board approve the 212 Day Work Year CCFT Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4e Approval is Recommended for the 2014/2015 and 2015/2016 Memorandum of Understanding (MOU) Between Culver City Unified School District and Culver City Federation of Teachers (CCFT) - Represented**

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve the 2014/2015 and 2015/2016 Memorandum of Understanding (MOU) Between Culver City Unified School District and Culver City Federation of Teachers (CCFT) – Represented as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4f Approval is Recommended for 2014/2015 Certificated Salary Schedules – Represented**

It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve the 2014/2015 Certified Salary Schedules – Represented as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4g Approval is Recommended for the 2014/2015 and 2015/2016 Agreement Between the Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE)**

It was moved by Ms. Paspalis and seconded by Dr. Levin to approve the 2014/2015 and 2015/2016 Agreement Between Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4h Approval is Recommended for Classified Salary Schedule**

It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve the 2014/2015 Classified Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4i Approval is Recommended for the 2014/2015 and 2015/2016 Agreement Between the Management Association of Culver City Schools (MACCS) and the Culver City Unified School District (CCUSD)**

It was moved by Ms. Robins and seconded by Ms. Paspalis that the Board approve the 2014/2015 and 2015/2016 Agreement Between the Management Association of Culver City Schools (MACCS) and the Culver City Unified School District (CCUSD) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4j Approval is Recommended for 2014/2015 MACCS Salary Schedule**

It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board approve the 2014/2015 MACCS Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4k Approval is Recommended for the 2014/2015 Regional Occupational Program (ROP) Teacher Salary Schedule**

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve the 2014/2015 Regional Occupational Program (ROP) Teacher Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4l Approval is Recommended for the 2014/2015 Adult School Unrepresented Teacher Salary Schedule**

It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board approve the 2014/2015 Adult School Unrepresented Teacher Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4m Approval is Recommended for the 2014/2015 Substitute Teacher Salary Schedule**

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve the 2014/2015 Adult School Unrepresented Teacher Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**14.4n Approval is Recommended for the 2014/2015 Substitute Teacher Salary Schedule**

It was moved by Ms. Paspalis and seconded by Ms. Robins that the Board approve the 2014/2015 Classified Substitute Salary Schedule/Classified Temporary Salary Schedule as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.



**14.4o Approval is Recommended to Increase Monthly Compensation for Board Members**

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve to Increase Monthly Compensation for Board Members as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

**15. Board Business - None**

**Adjournment**

There being no further business, it was moved by Ms. Goldberg, seconded by Ms. Paspalis and unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays to adjourn the meeting. Board President Ms. Chardiet adjourned the meeting at 8:30 p.m. in honor peace in the Middle East.

Approved: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Superintendent

On: \_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**9.2 PURCHASE ORDERS AND WARRANTS**

The attached purchase order list and warrants report are submitted to the Board of Education for ratification. No other purchase orders have been issued other than those previously approved or included in the attached list.

The intent of this report is to provide the Board of Education and the community with more definitive information relative to purchasing and disbursement of monies by fund and account.

Purchase order grand total from June 29, 2014 through August 16, 2014 is \$7,884,182.43. This includes \$88,259.65 for 2013-2014 and \$7,795,922.78 for 2014-2015 School year. Warrants issued for the period June 13, 2014 through August 14, 2014 total \$10,904,670.76. This includes \$5,067,548.00 in commercial warrants, and \$5,837,122.76 in payroll warrants.

**BUDGET NUMBER LEGEND FOR FUNDS**

- 01.0 general fund
- 01.7 tri-city selva fund
- 11.0 adult education fund
- 12.0 child development fund
- 13.0 cafeteria fund
- 14.0 deferred maintenance fund
- 21.0 building fund
- 25.0 capital facilities fund
- 40.0 redevelopment
- 76.0 warrant pass-through fund
- 96.0 general fixed asset account

**RECOMMENDED MOTION:** That purchase orders from June 29, 2014 through August 16, 2014 in the amount of \$7,884,182.43 and warrants for June 13, 2014 through August 14, 2014 in the amount of \$10,904,670.76.

be ratified by the Board of Education.

**Moved by:**

**Seconded by:**

**Vote:**

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
06/30/14	61115M	C		06/30/2014	COMMERCIAL SCAFFOLDING OF	RENTS/RENTALS	Maintenance	01.0	81500.0	00000	81100	5630	0005040	13-14		1,600.00	
06/30/2014					COMMERCIAL SCAFFOLDING OF CA, INC.		61115M									1,600.00	
07/10/14	61126M	C		07/10/2014	SOUTH BAY HEATING & AIR	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	13-14		4,723.55	
07/10/2014					SOUTH BAY HEATING & AIR CONDITIONING INC		61126M									4,723.55	
06/30/14	61127M	X	1	06/30/2014	STOVER SEED COMPANY	MAINTENANCE SUPP/EQUIP	Grounds	01.0	00000.0	00000	82000	4380	0005043	13-14		5,000.00	
06/30/2014					STOVER SEED COMPANY		61127M									5,000.00	
06/30/14	61128M	C		06/30/2014	DIESEL AIR FLEET SERVICE	REPAIRS - OTHER	Transportation/Special Ed	01.0	72400.0	57500	36000	5680	0005510	13-14		95.00	
06/30/2014					DIESEL AIR FLEET SERVICE		61128M									95.00	
06/30/14	61129M	C		06/30/2014	C. JUAREZ, INC.	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	13-14		445.00	
06/30/2014					C. JUAREZ, INC.		61129M									445.00	
06/30/14	62677	C		06/30/2014	DR. MICHAEL SALCE	CONTRACTED SERVICES	Undistributed Sel'pa	01.7	65000.0	50500	22000	5850	0000000	13-14		10,000.00	
06/30/2014					DR. MICHAEL SALCE		62677									10,000.00	
07/15/14	62678	X	1	07/15/2014	WILLIAM M. CAREY	CONTRACT SERVICES RENDERED	Undistributed Sel'pa	01.7	65000.0	50500	22000	5850	0000000	13-14		4,000.00	
07/15/2014					WILLIAM M. CAREY		62678									4,000.00	
07/01/14	62967	C		07/01/2014	SANTA MONICA-MALIBU USD	CONTRACT SERVICES RENDERED	Undistributed Sel'pa	01.7	33850.0	50500	22000	5890	0000000	13-14		22,404.00	
07/01/2014					SANTA MONICA-MALIBU USD		62967									22,404.00	
06/30/14	62968	C		06/30/2014	CALIFORNIA WATERSHED	CONSTRUCTION SUPP/EQUIP	Culver City High School	25.0	00000.0	00000	85000	6275	4010000	13-14		14,324.00	
06/30/2014					CALIFORNIA WATERSHED ENGINEERING		62968									14,324.00	

Board List Purchase Order Report  
 CULVER CITY UNIFIED SD

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
06/30/14	62969	C		06/30/2014	CHASE CARD SERVICES	CONFERENCE AND TRAVEL	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	13-14	96.80		
								01.0	00000.0	00000	71000	5220	0001000	13-14	1,887.60		
								01.0	00000.0	00000	37000	4710	0001000	13-14	48.40		
							Educational Services	01.0	00000.0	00000	21000	5220	0004000	13-14	629.20		
								01.0	31850.0	00000	27000	5220	0004000	13-14	2,178.00		
						FOOD PRODUCTS	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	13-14	0.61		
							Educational Services	01.0	31850.0	00000	27000	5220	0004000	13-14	13.76		
						OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	13-14	1.68		
								01.0	00000.0	00000	37000	4710	0001000	13-14	0.84		
						FOOD PRODUCTS	Educational Services	01.0	00000.0	00000	37000	4710	0001000	13-14	0.31		
							Superintendent's Office	01.0	00000.0	00000	21000	5220	0004000	13-14	3.97		
								01.0	00000.0	00000	71000	5220	0001000	13-14	11.93		
						OFFICE SUPPLIES	Educational Services	01.0	00000.0	00000	21000	5220	0004000	13-14	10.90		
							Superintendent's Office	01.0	00000.0	00000	71000	5220	0001000	13-14	32.70		
							Educational Services	01.0	31850.0	00000	27000	5220	0004000	13-14	37.73		
						06/30/2014	62969								CHASE CARD SERVICES		4,954.43
07/01/14	62970	C		07/01/2014	THE MUSIC CENTER	CONTRACT SERVICES RENDERED	Special Projects	01.0	00000.0	00000	27000	5810	0004030	13-14	6,170.00		
						07/01/2014	62970								THE MUSIC CENTER		6,170.00
07/10/14	62971	C		07/10/2014	THERAPY IN ACTION	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57520	11360	5810	0004040	13-14	1,192.50		
						07/10/2014	62971								THERAPY IN ACTION		1,192.50

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**WEEKLY**

Report ID: **LAPO009C**  
 District: **64444**

Purchase Orders/Buyouts To The Board for Ratification From : **6/30/2014 To 8/16/2014**  
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
07/10/14	62972	C		07/10/2014	NEUROPSYCHOLOGY PARTNERS, INC.	CONTRACT SERVICES RENDERED 07/10/2014	Special Education 62972	01.0	65000.0	57700	31200	5890	0004040	13-14		5,500.00	5,500.00
07/10/14	62973	C		07/10/2014	CHRISTOPHER & KAREN ROSIEN	CONTRACT SERVICES RENDERED 07/10/2014	Special Education 62973	01.0	33100.0	57500	39000	5890	0004040	13-14		2,820.00	2,820.00
07/10/14	62974	C		07/10/2014	CHRISTOPHER & KAREN ROSIEN	CONTRACT SERVICES RENDERED 07/10/2014	Special Education 62974	01.0	33100.0	57500	39000	5890	0004040	13-14		840.00	840.00
07/14/14	62975	C		07/14/2014	WILLIAM SMYTHE & CHRISTINE ROESE	CONTRACT SERVICES RENDERED 07/14/2014	Special Education 62975	01.0	33100.0	57500	39000	5890	0004040	13-14		1,450.00	1,450.00
07/14/14	62976	C		07/14/2014	JACK DEACY & LINDSAY CRAIN	TRANSPORTATION SUPP/EQUIP/SERV 07/14/2014	Special Education 62976	01.0	65000.0	57700	11900	5210	0004040	13-14		683.65	683.65
07/14/14	62977	C		07/14/2014	ROSA MALDONADO	INSTRUCTIONAL SUPPLIES 07/14/2014	Special Education 62977	01.0	33101.0	57700	11100	4310	0004040	13-14		286.60	286.60
07/14/14	62978	C		07/14/2014	CA CONFERENCE FOR EQUALITY &	CONFERENCE AND TRAVEL 07/14/2014	Culver City High School 62978	01.0	02222.0	11100	10000	5220	4010000	13-14		500.00	500.00
07/15/14	62979	X	1	07/15/2014	CULVER CITY LIONS CLUB	MEMBERSHIPS 07/15/2014	Superintendent's Office 62979	01.0	00000.0	00000	71000	5310	0001000	13-14		174.00	174.00
07/15/14	62980	X	1	07/15/2014	LOYOLA MARYMOUNT	FOOD PRODUCTS 07/15/2014	Superintendent's Office 62980	01.0	00000.0	00000	37000	4710	0001000	13-14		928.43	928.43

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
07/16/14	62981	X	1	07/16/2014	YASAMAN DIANAT, MS, BCBA	OFFICE SUPPLIES 07/16/2014	Special Education 62981	01.0	33100.0	50010	27000	4350	0004040	13-14		136.95	136.95
07/10/14	63227M	C		07/10/2014	UNITED RENTALS	REPAIRS - OTHER 07/10/2014	Maintenance 63227M	01.0	81500.0	00000	81100	5630	0005040	13-14		31.54	31.54

Total by District : 64444      88,259.65      88,259.65

End of Report LAPO009C

**NONPUBLIC SCHOOLS:**  
APPROVED FOR 2013-2014 SCHOOL YEAR: \$3,125,985.08

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**7/1/2014 To 8/16/2014**

Report ID: **LAPO009C**  
District: **64444**  
Purchase Orders/Buyouts To The Board for Ratification From :  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Change	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	
																Amount	PO Amt
08/12/14	62573A	A	08/13/2014	08/13/2014	EL CHEAPO LIFTS		EQUIPMENT RENTAL/LEASE 08/12/2014	Culver City High School 62573A	40.0	90061.0	00000	85000	5610	4010000	14-15	1,425.00	1,425.00
08/04/14	62772A	C	08/04/2014	08/04/2014	A.T.A.C. INC.		REPAIRS - OTHER	Culver City High School	01.0	00000.0	00000	81100	5630	4010000	14-15	2,960.15	2,960.15
08/04/14	62772A				A.T.A.C. INC.				14.0	06205.0	00000	81100	5630	4010000	14-15	2,960.15	5,920.30
08/12/2014					SMART & FINAL				11.0	90138.0	41100	10000	4350	0000010	14-15	1,790.00	1,790.00
08/12/2014					SMART & FINAL												
07/02/14	62949A	A	07/30/2014	07/30/2014	SOUTHWEST SCHOOL SUPPLY		OFFICE SUPPLIES	Adult School	11.0	90138.0	41100	10000	4350	0000010	14-15	1,200.00	1,200.00
07/02/2014					SOUTHWEST SCHOOL SUPPLY												
07/01/14	63167M	C	07/01/2014	07/01/2014	COALITION FOR ADEQUATE SCHOOL		MEMBERSHIPS	Maintenance	01.0	81500.0	00000	81100	5310	0005040	14-15	661.00	661.00
07/01/2014					COALITION FOR ADEQUATE SCHOOL HOUSING												
07/02/14	63168M	A	07/02/2014	07/02/2014	AAA ELECTRIC MOTOR SALES &		MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	14-15	2,000.00	2,000.00
07/02/2014					AAA ELECTRIC MOTOR SALES & SERVICE, INC.												
07/02/14	63169M	A	07/02/2014	07/02/2014	AMERICAN TRANSPORTATION		TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	14-15	20,000.00	20,000.00
07/02/2014					AMERICAN TRANSPORTATION SYSTEMS												
07/10/14	63170M	A	07/10/2014	07/10/2014	ANDERSON MOULDING		MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	14-15	500.00	500.00
07/10/2014					ANDERSON MOULDING												
07/10/14	63171M	A	07/10/2014	07/10/2014	ANDERSON PLYWOOD SALES		MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	14-15	1,000.00	1,000.00
07/10/2014					ANDERSON PLYWOOD SALES												

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

**Board List Purchase Order Report**  
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Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt	
07/10/14	63172M	A		07/10/2014	BATTERY SYSTEMS OF LOS ANGELES	BATTERIES	63171M	01.0	81500.0	00000	81100	4380	0005040	14-15		4,000.00	1,000.00	
07/10/2014																		ANDERSON PLYWOOD SALES
07/02/14	63173M	A		07/02/2014	BAVCO BACKFLOW APPARATUS &	REPAIRS - OTHER	63173M	01.0	81500.0	00000	81100	5630	0005040	14-15		4,500.00	4,000.00	
07/02/2014																		BATTERY SYSTEMS OF LOS ANGELES
07/02/14	63174M	A		07/02/2014	B.D. WHITE TOP SOIL CO.,INC.	LANDSCAPE/GARDENI NG SUPP/EQUIP	63174M	01.0	00000.0	00000	82000	4380	0005043	14-15		10,000.00	10,000.00	
07/02/2014																		B.D. WHITE TOP SOIL CO.,INC.
07/02/14	63175M	A		07/02/2014	BITS BOLTS & HARDWARE	MAINTENANCE SUPP/EQUIP	63175M	01.0	81500.0	00000	81100	4380	0005040	14-15		800.00	800.00	
07/02/2014																		BITS BOLTS & HARDWARE
07/02/14	63176M	A		07/02/2014	BOMAN FORKLIFT	REPAIRS - OTHER	63176M	01.0	81500.0	00000	81100	5630	0005040	14-15		500.00	500.00	
07/02/2014																		BOMAN FORKLIFT
07/01/14	63177M	A		07/01/2014	BUREAU OF STREET LIGHTING	MEMBERSHIPS	63177M	01.0	81500.0	00000	81100	5310	0005040	14-15		105.07	105.07	
07/01/2014																		BUREAU OF STREET LIGHTING
07/02/14	63178M	A		07/02/2014	BUS SERVICE CENTER	REPAIRS - OTHER	63178M	01.0	72400.0	57500	36000	5630	0005500	14-15		20,000.00	20,000.00	
07/02/2014																		Transportation/H ome to School
07/02/2014																		BUS SERVICE CENTER
07/02/14	63179M	A		07/02/2014	BUS SERVICE CENTER	REPAIRS - OTHER	63179M	01.0	00000.0	00000	36000	5630	0005041	14-15		25,000.00	25,000.00	
07/02/2014																		BUS SERVICE CENTER
07/02/14	63180M	A		07/02/2014	BUS WEST	REPAIRS - OTHER		01.0	72400.0	57500	36000	5630	0005500	14-15		1,500.00	1,500.00	
07/02/2014																		Transportation/H ome to School

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments



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CULVER CITY UNIFIED SD**

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**WEEKLY**

7/1/2014 To 8/16/2014

Report ID: **LAPO009C**  
District: **64444**

Purchase Orders/Buyouts To The Board for Ratification From :  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
07/02/14	63181M	A		07/02/2014	BUS WEST	REPAIRS - OTHER	63180M	BUS WEST	01.0	00000.0	00000	36000	0005041	14-15		1,500.00	1,500.00
07/02/14	63182M	A		07/02/2014	CITY OF CULVER CITY	GASES	63182M	CITY OF CULVER CITY	01.0	72400.0	57500	36000	0005510	14-15		37,500.00	37,500.00
07/02/14	63183M	C		07/02/2014	COUNTY OF LOS ANGELES/FIRM	CONTRACTED SERVICES	63183M	COUNTY OF LOS ANGELES/FIRM #2490	01.0	81500.0	00000	81100	0005040	14-15		240.00	240.00
07/02/14	63184M	A		07/02/2014	CULVER CITY INDUSTRIAL	MAINTENANCE SUPP/EQUIP	63184M	CULVER CITY INDUSTRIAL HARDWARE	01.0	81500.0	00000	81100	0005040	14-15		10,000.00	10,000.00
07/10/14	63185M	A		07/10/2014	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	63185M	DEPARTMENT OF INDUSTRIAL RELATIONS	01.0	81500.0	00000	81100	0005040	14-15		1,430.00	1,430.00
07/02/14	63186M	A		07/02/2014	DUGMORE & DUNCAN OF	LOCKS AND KEYS	63186M	DUGMORE & DUNCAN OF CALIF, INC.	01.0	81500.0	00000	81100	0005040	14-15		3,000.00	3,000.00
07/02/14	63187M	A		07/02/2014	ED LITTLE AUTO SERVICE, INC.	REPAIRS - OTHER	63187M	ED LITTLE AUTO SERVICE, INC.	01.0	81500.0	00000	81100	0005040	14-15		4,000.00	4,000.00
07/02/14	63188M	A		07/02/2014	ED LITTLE AUTO SERVICE, INC.	REPAIRS - OTHER	63188M	ED LITTLE AUTO SERVICE, INC.	01.0	00000.0	00000	82000	0005043	14-15		3,000.00	3,000.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

**Board List Purchase Order Report**  
**CULVER CITY UNIFIED SD**

Purchase Orders/Buyouts To The Board for Ratification From : 7/1/2014 To 8/16/2014  
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
07/02/14	63189M	A	07/02/2014	07/02/2014	ED LITTLE AUTO SERVICE, INC.	REPAIRS - OTHER	Transportation/Special Ed 63189M	01.0	72400.0	57500	36000	5630	0005510	14-15		5,000.00	5,000.00
					ED LITTLE AUTO SERVICE, INC.	07/02/2014	63189M									5,000.00	
07/02/14	63190M	A	07/02/2014	07/02/2014	EDDINGS BROS., INC. (NAPA)	AUTOMOTIVE SUPP/EQUIP	Maintenance 63190M	01.0	81500.0	00000	81100	4380	0005040	14-15		2,000.00	2,000.00
					EDDINGS BROS., INC. (NAPA)	07/02/2014	63190M									2,000.00	
07/02/14	63191M	A	07/02/2014	07/02/2014	EXPRESS PIPE & SUPPLY CO., INC	PLUMBING SUPP/SYSTEM	Maintenance 63191M	01.0	81500.0	00000	81100	4380	0005040	14-15		9,000.00	9,000.00
					EXPRESS PIPE & SUPPLY CO., INC	07/02/2014	63191M									9,000.00	
07/02/14	63192M	A	07/02/2014	07/02/2014	FOUR WINDS, INC.	TRANSPORTATION SUPP/EQUIP/SERV	Operations 63192M	01.0	00000.0	00000	36000	5871	0005041	14-15		90,000.00	90,000.00
					FOUR WINDS, INC.	07/02/2014	63192M									90,000.00	
07/02/14	63193M	A	07/02/2014	07/02/2014	FRAZEE PAINT & WALLCOVERING	PAINT SUPP/EQUIP	Maintenance 63193M	01.0	81500.0	00000	81100	4380	0005040	14-15		5,000.00	5,000.00
					FRAZEE PAINT & WALLCOVERING	07/02/2014	63193M									5,000.00	
07/02/14	63194M	A	07/02/2014	07/02/2014	GRAINGER, INC.	ELECTRICAL SUPP/EQUIP	Maintenance 63194M	01.0	81500.0	00000	81100	4380	0005040	14-15		8,000.00	8,000.00
					GRAINGER, INC.	07/02/2014	63194M									8,000.00	
07/02/14	63195M	A	07/02/2014	07/02/2014	HAJOCA CORP	PLUMBING SUPP/SYSTEM	Maintenance 63195M	01.0	81500.0	00000	81100	4380	0005040	14-15		20,000.00	20,000.00
					HAJOCA CORP	07/02/2014	63195M									20,000.00	
07/01/14	63196M	A	07/01/2014	07/01/2014	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPP/EQUIP	Maintenance 63196M	01.0	81500.0	00000	81100	4380	0005040	14-15		22,000.00	22,000.00
					HOME DEPOT CREDIT SERVICES	07/01/2014	63196M									22,000.00	
07/02/14	63197M	A	07/02/2014	07/02/2014	HOWARD INDUSTRIES	MAINTENANCE SUPP/EQUIP	Maintenance 63197M	01.0	81500.0	00000	81100	4380	0005040	14-15		7,000.00	7,000.00
					HOWARD INDUSTRIES	07/02/2014	63197M									7,000.00	

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District: **64444**

Purchase Orders/Buyouts To The Board for Ratification From: **7/1/2014 To 8/16/2014**  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

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07/02/14	63198M	A		07/02/2014	INGLEWOOD WHOLESALE	ELECTRICAL SUPP/EQUIP 07/02/2014	63198M	01.0	81500.0	00000	81100	4380	0005040	14-15	8,000.00	
															<b>INGLEWOOD WHOLESALE ELECTRIC</b>	<b>8,000.00</b>
07/02/14	63199M	A		07/02/2014	INTERMOUNTAIN LOCK & SUPPLY CO.	MAINTENANCE SUPP/EQUIP 07/02/2014	63199M	01.0	81500.0	00000	81100	4380	0005040	14-15	2,000.00	
															<b>INTERMOUNTAIN LOCK &amp; SUPPLY CO.</b>	<b>2,000.00</b>
07/10/14	63200M	A		07/10/2014	J.M. MCKINNEY CO.	REPAIRS - OTHER 07/10/2014	63200M	01.0	81500.0	00000	81100	5630	0005040	14-15	600.00	
															<b>J.M. MCKINNEY CO.</b>	<b>600.00</b>
07/10/14	63201M	A		07/10/2014	LARSEN AUTOMOTIVE	REPAIRS - OTHER 07/10/2014	63201M	01.0	81500.0	00000	81100	5630	0005040	14-15	10,000.00	
															<b>LARSEN AUTOMOTIVE</b>	<b>10,000.00</b>
07/10/14	63202M	A		07/10/2014	LARSEN AUTOMOTIVE	REPAIRS - OTHER 07/10/2014	63202M	01.0	72400.0	57500	36000	5630	0005510	14-15	8,000.00	
															<b>Transportation/Special Ed</b>	<b>8,000.00</b>
															<b>LARSEN AUTOMOTIVE</b>	<b>8,000.00</b>
07/10/14	63203M	A		07/10/2014	LARSEN AUTOMOTIVE	REPAIRS - OTHER 07/10/2014	63203M	01.0	00000.0	00000	82000	5630	0005043	14-15	3,000.00	
															<b>LARSEN AUTOMOTIVE</b>	<b>3,000.00</b>
07/10/14	63204M	A		07/10/2014	M-G LAWNMOWER SHOP	MAINTENANCE SUPP/EQUIP 07/10/2014	63204M	01.0	00000.0	00000	82000	4380	0005043	14-15	2,000.00	
															<b>M-G LAWNMOWER SHOP</b>	<b>2,000.00</b>
07/10/14	63205M	A		07/10/2014	MCKINLEY ELEVATOR	CONTRACTED SERVICES 07/10/2014	63205M	01.0	81500.0	00000	81100	5810	0005040	14-15	3,500.00	
															<b>MCKINLEY ELEVATOR CORPORATION</b>	<b>3,500.00</b>
07/10/14	63206M	A		07/10/2014	NEILMARQ CORPORATION	MAINTENANCE SUPP/EQUIP 07/10/2014	63206M	01.0	81500.0	00000	81100	4380	0005040	14-15	1,500.00	
															<b>NEILMARQ CORPORATION</b>	<b>1,500.00</b>

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07/02/14	63207M	A		07/02/2014	OFFICE DEPOT	OFFICE SUPPLIES	Maintenance 63207M	01.0	81500.0	00000	81100	4350	0005040	14-15		800.00	800.00
07/10/14	63208M	A		07/10/2014	PSC - ENVIRONMENTAL	CONTRACTED SERVICES	Maintenance 63208M	01.0	81500.0	00000	81100	5810	0005040	14-15		2,000.00	2,000.00
07/10/14	63209M	A		07/10/2014	REGENCY LIGHTING	ELECTRICAL SUPP/EQUIP	Maintenance 63209M	01.0	81500.0	00000	81100	4380	0005040	14-15		5,500.00	5,500.00
07/10/14	63210M	A		07/10/2014	RSD - REFRIGERATION	MAINTENANCE SUPP/EQUIP	Maintenance 63210M	01.0	81500.0	00000	81100	4380	0005040	14-15		2,000.00	2,000.00
07/10/14	63211M	A	1	07/30/2014	SHELTON FIRE PROTECTION	REPAIRS - OTHER	Maintenance 63211M	01.0	81500.0	00000	81100	5630	0005040	14-15		3,500.00	3,500.00
07/10/14	63212M	A		07/10/2014	SJM INDUSTRIAL RADIO	REPAIRS - OTHER	Maintenance 63212M	01.0	81500.0	00000	81100	5630	0005040	14-15		2,000.00	2,000.00
07/10/14	63213M	A		07/10/2014	SMITH PIPE & SUPPLY, INC.	PLUMBING SUPP/SYSTEM	Maintenance 63213M	01.0	81500.0	00000	81100	4380	0005040	14-15		8,000.00	8,000.00
07/10/14	63214M	A		07/10/2014	SOUTH BAY LANDSCAPING INC.	CONTRACTED SERVICES	Grounds 63214M	01.0	00000.0	00000	82000	5810	0005043	14-15		36,540.00	36,540.00
07/10/14	63215M	A		07/10/2014	SOUTH BAY LANDSCAPING INC.	CONTRACTED SERVICES	Grounds 63215M	01.0	00000.0	00000	82000	5810	0005043	14-15		15,000.00	15,000.00

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07/10/14	63216M	A		07/10/2014	STOCK BUILDING SUPPLY	MAINTENANCE SUPP/EQUIP 07/10/2014	63216M	01.0	81500.0	00000	81100	4380	0005040	14-15	500.00	500.00
07/10/14	63217M	A		07/10/2014	TAG/AMS, INC.	CONTRACTED SERVICES 07/10/2014	63217M	01.0	00000.0	00000	36000	5860	0005041	14-15	650.00	650.00
07/10/14	63218M	A		07/10/2014	THYSSENKRUPP ELEVATOR CO.	REPAIRS - OTHER 07/10/2014	63218M	01.0	81500.0	00000	81100	5630	0005040	14-15	15,000.00	15,000.00
07/10/14	63219M	A		07/10/2014	TOYS "R" US	SAFETY SUPP/EQUIP 07/10/2014	63219M	01.0	56400.0	11100	10000	4400	0004040	14-15	1,000.00	1,000.00
07/10/14	63220M	A		07/10/2014	TURF STAR, INC.	MAINTENANCE SUPP/EQUIP 07/10/2014	63220M	01.0	00000.0	00000	82000	4380	0005043	14-15	5,000.00	5,000.00
07/10/14	63221M	A		07/10/2014	Z & S FIRE EQUIPMENT	CONTRACTED SERVICES 07/10/2014	63221M	01.0	81500.0	00000	81100	5810	0005040	14-15	4,000.00	4,000.00
07/02/14	63222M	A		07/02/2014	TRI-SIGNAL INTEGRATION, INC.	CONTRACTED SERVICES 07/02/2014	63222M	01.0	81500.0	00000	81100	5810	0005040	14-15	4,400.00	4,400.00
07/02/14	63223M	A		07/02/2014	TRI-SIGNAL INTEGRATION, INC.	REPAIRS - OTHER 07/02/2014	63223M	01.0	81500.0	00000	81100	5630	0005040	14-15	2,000.00	2,000.00
07/02/14	63224M	A		07/02/2014	TRI-SIGNAL INTEGRATION, INC.	CONTRACTED SERVICES 07/02/2014	63224M	01.0	81500.0	00000	81100	5810	0005040	14-15	17,140.00	17,140.00

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07/09/14	63225M	A		07/09/2014	SHELTON FIRE PROTECTION	REPAIRS - OTHER	63225M	01.0	81500.0	00000	81100	5630	0005040	14-15		5,000.00	5,000.00	
																		SHELTON FIRE PROTECTION COMPANY
07/10/14	63226M	A		07/10/2014	PACIFIC FLOOR COMPANY, INC.	REPAIRS - OTHER	63226M	01.0	81500.0	00000	81100	5630	0005040	14-15		4,737.00	4,737.00	
																		PACIFIC FLOOR COMPANY, INC.
07/25/14	63228M	C		07/25/2014	REAL DEAL WASTE OIL SERVICES	REPAIRS - OTHER	63228M	01.0	81500.0	00000	81100	5630	0005040	14-15		150.00	150.00	
																		REAL DEAL WASTE OIL SERVICES
08/05/14	63229M	A		08/05/2014	PIONEER CHEMICAL COMPANY	REPAIRS - OTHER	63229M	01.0	81500.0	00000	81100	5630	0005040	14-15		800.00	800.00	
																		PIONEER CHEMICAL COMPANY
08/04/14	63230M	A		08/04/2014	INTERFACE AMERICAS	REPAIRS - OTHER	63230M	14.0	06205.0	00000	81100	5630	0000000	14-15		45,000.00	45,000.00	
																		Interface Americas
08/04/14	63231M	A		08/04/2014	RYAN'S EXPRESS	TRANSPORTATION SUPP/EQUIP/SERV	63231M	01.0	00000.0	00000	36000	5871	0005041	14-15		350.00	350.00	
																		RYAN'S EXPRESS
08/04/14	63232M	A		08/04/2014	PIONEER ATHLETICS	MAINTENANCE SUPP/EQUIP	63232M	01.0	00000.0	00000	82000	4380	0005043	14-15		700.00	700.00	
																		PIONEER ATHLETICS
08/04/14	63233M	C		08/04/2014	JOHNSTONE SUPPLY	AIR CONDITIONING SERVICE/SYST	63233M	01.0	81500.0	00000	81100	4400	0005040	14-15		1,214.12	1,214.12	
																		JOHNSTONE SUPPLY
08/11/14	63234M	A		08/11/2014	C. JUAREZ, INC.	REPAIRS - OTHER	63234M	01.0	81500.0	00000	81100	5630	0005040	14-15		5,000.00	5,000.00	
																		C. JUAREZ, INC.

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08/14/14	63236M	A		08/14/2014	CARPET USA	REPAIRS - OTHER	Undistributed	14.0	06205.0	00000	81100	5630	0000000	14-15		13,318.00	13,318.00
						08/14/2014	63236M	CARPET USA									13,318.00
08/08/14	63353	A		08/08/2014	BOB BAKER MARIONETTES	FIELD TRIPS	Office of Child Development	12.0	50250.0	85000	10000	5816	0000002	14-15		600.00	600.00
						08/08/2014	63353	BOB BAKER MARIONETTES									1,200.00
08/04/14	63356	A		08/05/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	El Marino	01.0	00000.0	11100	10000	4310	2030001	14-15		11,000.00	11,000.00
						08/04/2014	63356	SOUTHWEST SCHOOL SUPPLY									11,000.00
07/24/14	63358	A		07/24/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP	El Marino	01.0	00000.0	00000	81000	4370	2030001	14-15		6,000.00	6,000.00
						07/24/2014	63358	GALE SUPPLY COMPANY									6,000.00
08/08/14	63361	C		08/08/2014	DAVEY'S LOCKER WHALE WATCHING	FIELD TRIPS	Office of Child Development	12.0	50250.0	85000	10000	5816	0000002	14-15		308.00	308.00
						08/08/2014	63361	DAVEY'S LOCKER WHALE WATCHING									308.00
08/08/14	63362	A		08/08/2014	JOHN'S INCREDIBLE PIZZA COMPANY	FIELD TRIPS	Office of Child Development	12.0	50250.0	85000	10000	5816	0000002	14-15		1,800.00	1,800.00
						08/08/2014	63362	JOHN'S INCREDIBLE PIZZA COMPANY									1,800.00
07/01/14	63366	A		07/01/2014	ACI COMMUNICATIONS,	REPAIRS - OTHER	Technology	01.0	00000.0	00000	77000	5630	0005020	14-15		10,000.00	10,000.00
						07/01/2014	63366	ACI COMMUNICATIONS, INC.									10,000.00
08/08/14	63368	C		08/08/2014	PACIFIC PARK	FIELD TRIPS	Office of Child Development	12.0	50250.0	85000	10000	5816	0000002	14-15		438.75	438.75
								12.0	90284.0	85000	10000	5816	0000002	14-15		438.75	438.75

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08/08/14	63369	A		08/08/2014	SCOOTER'S JUNGLE	FIELD TRIPS	Office of Child Development	12.0	61052.0	85000	10000	5816	0000002	14-15		419.60	
08/08/2014					SCOOTER'S JUNGLE		63369									419.60	
08/05/14	63373	A		08/05/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP	Linwood Howe	01.0	00000.0	00000	81000	4370	2020001	14-15		7,000.00	
08/05/2014					GALE SUPPLY COMPANY		63373									7,000.00	
08/05/14	63374	A		08/05/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Linwood Howe	01.0	00000.0	11100	10000	4310	2020001	14-15		11,000.00	
08/05/2014					SOUTHWEST SCHOOL SUPPLY		63374									11,000.00	
07/02/14	63375	A		07/02/2014	MOMENTUM IN TEACHING, LLC	CONTRACTED SERVICES	Educational Services	01.0	74050.0	00000	21000	5810	0004000	14-15		26,600.00	
07/02/2014					MOMENTUM IN TEACHING, LLC		63375									26,600.00	
07/01/14	63378	C		07/01/2014	EAGLE SOFTWARE	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		8,580.00	
07/01/2014					EAGLE SOFTWARE		63378									8,580.00	
07/01/14	63379	C		07/01/2014	SCHOOLDUDE.COM	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		2,985.00	
07/01/2014					SCHOOLDUDE.COM		63379									2,985.00	
07/01/14	63380	C		07/01/2014	RELIANCE COMMUNICATIONS,	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		12,395.00	
07/01/2014					RELIANCE COMMUNICATIONS, INC.		63380									12,395.00	
07/01/14	63381	A		07/01/2014	CDW-G	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		6,750.00	
07/01/2014					CDW-G		63381									6,750.00	
07/01/14	63382	A		07/01/2014	CDW-G	COMPUTER SUPP/EQUIP	Technology	01.0	00000.0	00000	77000	4350	0005020	14-15		10,000.00	
07/01/2014					CDW-G											10,000.00	

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07/01/14	63383	A		07/01/2014	OFFICE DEPOT	OFFICE SUPPLIES	63382 Technology	01.0	00000.0	00000	77000	4350	0005020	14-15		1,000.00	10,000.00
07/01/2014						OFFICE DEPOT	63383										1,000.00
07/01/14	63384	A		07/01/2014	CALIFORNIA TELEPHONY, INC.	MAINTENANCE AGREEMENTS	63384 Technology	01.0	00000.0	00000	77000	5630	0005020	14-15		10,008.00	10,008.00
07/01/2014						CALIFORNIA TELEPHONY, INC.	63384										10,008.00
07/01/14	63385	A		07/01/2014	CALIFORNIA TELEPHONY, INC.	REPAIRS - OTHER	63385 Technology	01.0	00000.0	00000	77000	5630	0005020	14-15		1,000.00	1,000.00
07/01/2014						CALIFORNIA TELEPHONY, INC.	63385										1,000.00
07/01/14	63387	A		07/01/2014	LASERCARE	REPAIRS - OTHER	63387 Technology	01.0	00000.0	00000	77000	5630	0005020	14-15		3,000.00	3,000.00
07/01/2014						LASERCARE	63387										3,000.00
07/02/14	63388	A		07/02/2014	SCHOOLCITY, INC.	LICENSE/FEEES	63388 Educational Services	01.0	00000.0	00000	21000	5810	0004000	14-15		26,964.00	26,964.00
07/02/2014						SCHOOLCITY, INC.	63388										26,964.00
07/01/14	63389	A		07/01/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	63389 Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	14-15		14,000.00	14,000.00
07/01/2014						SOUTHWEST SCHOOL SUPPLY	63389										14,000.00
07/01/14	63390	A		07/01/2014	THE OFFICE CONNECTION	INSTRUCTIONAL SUPPLIES	63390 Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	14-15		1,000.00	1,000.00
07/01/2014						THE OFFICE CONNECTION	63390										1,000.00
07/01/14	63391	A		07/01/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	63391 El Rincon Elementary	01.0	90141.0	11100	10000	4410	2040000	14-15		1,172.29	1,172.29
07/01/2014						DELL COMPUTER CORP.	63391										1,172.29
08/05/14	63392	A		08/05/2014	COMPLETE OFFICE	INSTRUCTIONAL SUPPLIES	63392 Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	14-15		1,000.00	1,000.00

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District: 64444

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08/05/2014							63392	COMPLETE OFFICE								1,000.00	
07/25/14	63393	C		07/25/2014	U.S. WORK WORLD	SUBSCRIPTIONS	Culver City High School	01.0	65200.0	57700	11960	4320	4010000	14-15		65.00	
07/25/2014					U.S. WORK WORLD		63393									65.00	
07/01/14	63394	A		07/01/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	14-15		9,000.00	
07/01/2014					OFFICE DEPOT		63394									9,000.00	
07/01/14	63395	A		07/01/2014	UNITED IMAGING	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	14-15		1,000.00	
07/01/2014					UNITED IMAGING		63395									1,000.00	
07/16/14	63396	A		07/16/2014	FUELEDUCATION LLC	CONTRACTED SERVICES	CCUSD Academy	01.0	00000.0	11100	10000	5810	6010000	14-15		40,000.00	
07/16/2014					FUELEDUCATION LLC		63396									40,000.00	
07/01/14	63397	A		07/01/2014	EDUCATIONAL DATA SYSTEMS, INC.	TEST/TEST MATERIALS	Special Projects	01.0	00209.0	11100	10000	5810	0004030	14-15		614.48	
07/01/2014					EDUCATIONAL DATA SYSTEMS, INC.		63397									614.48	
07/09/14	63398	C		07/09/2014	SCHOOLDUDE.COM	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		3,285.00	
07/09/2014					SCHOOLDUDE.COM		63398									3,285.00	
07/01/14	63399	A		07/01/2014	BIO ACOUSTICAL CORPORATION	CONTRACTED SERVICES	Pupil Services	01.0	00000.0	00000	31400	5810	0004020	14-15		6,900.00	
07/01/2014					BIO ACOUSTICAL CORPORATION		63399									6,900.00	
07/01/14	63401	C		07/01/2014	UI TECHNICAL SUBCOMMITTEE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15		35.00	
07/01/2014					UI TECHNICAL SUBCOMMITTEE		63401									35.00	
07/01/14	63407	A		07/01/2014	NEILMARQ CORPORATION	JANITORIAL SUPP/EQUIP	Culver City Middle School	01.0	00000.0	00000	81000	4370	3010001	14-15		1,500.00	

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07/01/14					NEILMARQ CORPORATION	07/01/2014	63407								1,500.00	
08/05/14	63408	C		08/05/2014	NATIONAL SCIENCE TEACHERS	CONFERENCE AND TRAVEL	Culver City Middle School 63408	01.0	74050.0	11100	10000	5220	3010000	14-15	1,500.00	
07/01/14	63410	A		07/01/2014	REGENCY LIGHTING	JANITORIAL SUPP/EQUIP	Culver City Middle School 63410	01.0	00000.0	00000	81000	4370	3010001	14-15	2,000.00	
08/12/14	63411	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	La Ballona 63411	01.0	00000.0	00000	27000	5610	2060001	14-15	400.53	400.53
08/15/14	63412	A		08/15/2014	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS	La Ballona 63412	01.0	00000.0	00000	27000	5630	2060001	14-15	1,590.00	1,590.00
08/04/14	63413	A		08/04/2014	SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	Ei Rincon Elementary 63413	01.0	07395.0	11100	10000	4310	2040000	14-15	96.06	96.06
08/04/14	63414	A		08/04/2014	SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	Ei Rincon Elementary 63414	01.0	07395.0	11100	10000	4310	2040000	14-15	464.19	464.19
08/04/14	63415	A		08/04/2014	CURRICULUM ASSOCIATES, INC.	INSTRUCTIONAL SUPPLIES	Ei Rincon Elementary 63415	01.0	07395.0	11100	10000	4310	2040000	14-15	212.52	212.52
08/04/14	63416	A		08/04/2014	ROCHESTER 100, INC.	INSTRUCTIONAL SUPPLIES	Ei Rincon Elementary 63416	01.0	07395.0	11100	10000	4310	2040000	14-15	807.03	807.03
07/01/14	63417	A		07/01/2014	HILLYARD	JANITORIAL SUPP/EQUIP	Culver City Middle School	01.0	00000.0	00000	81000	4370	3010001	14-15	15,000.00	15,000.00

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07/01/2014					HILLYARD		63417									15,000.00	
08/04/14	63418	A		08/05/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP	EI Rincon	01.0	00000.0	00000	81000	4370	2040001	14-15		6,000.00	
08/04/2014					GALE SUPPLY COMPANY		63418									6,000.00	
08/04/14	63419	A		08/04/2014	NEILMARQ CORPORATION	JANITORIAL SUPP/EQUIP	EI Rincon	01.0	00000.0	00000	81000	4370	2040001	14-15		350.00	
08/04/2014					NEILMARQ CORPORATION		63419									350.00	
08/04/14	63420	A		08/04/2014	BUCKEYE CLEANING CENTER	JANITORIAL SUPP/EQUIP	EI Rincon	01.0	00000.0	00000	81000	4370	2040001	14-15		500.00	
08/04/2014					BUCKEYE CLEANING CENTER		63420									500.00	
08/04/14	63421	A		08/04/2014	REGENCY LIGHTING	JANITORIAL SUPP/EQUIP	EI Rincon	01.0	00000.0	00000	81000	4370	2040001	14-15		700.00	
08/04/2014					REGENCY LIGHTING		63421									700.00	
08/12/14	63422	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	EI Rincon	01.0	00000.0	11100	10000	5630	2040001	14-15		1,016.73	
08/12/2014					AVC OFFICE AUTOMATION		63422									1,016.73	
08/04/14	63423	A		08/04/2014	SOUTHWEST SCHOOL SUPPLY	OFFICE SUPPLIES	EI Rincon	01.0	00000.0	11100	10000	4350	2040001	14-15		3,000.00	
08/04/2014					SOUTHWEST SCHOOL SUPPLY		63423									3,000.00	
08/04/14	63424	A		08/04/2014	SOUTHWEST SCHOOL SUPPLY	JANITORIAL SUPP/EQUIP	EI Rincon	01.0	00000.0	00000	81000	4370	2040001	14-15		1,500.00	
08/04/2014					SOUTHWEST SCHOOL SUPPLY		63424									1,500.00	
08/04/14	63425	A		08/04/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	EI Rincon	01.0	00000.0	11100	10000	4310	2040001	14-15		7,000.00	
08/04/2014					SOUTHWEST SCHOOL SUPPLY		63425									7,000.00	
08/04/14	63426	A		08/04/2014	REGENCY LIGHTING	ELECTRICAL SUPP/EQUIP	Culver City High School	14.0	06205.0	00000	81100	5630	4010000	14-15		1,546.32	

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08/04/2014						08/04/2014	63426	REGENCY LIGHTING								1,546.32	
08/15/14	63427	A		08/15/2014	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS 08/15/2014	El Rincon 63427	01.0	00000.0	11100	10000	5630	2040001	14-15		795.00	
07/09/14	63428	C		07/09/2014	CALIFORNIA SCHOOL BOARDS	MEMBERSHIPS 07/09/2014	Superintendent's Office 63428	01.0	00000.0	00000	71000	5310	0001000	14-15		11,809.00	
08/15/14	63429	A		08/15/2014	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS 08/15/2014	Culver City Middle School 63429	01.0	00000.0	11100	10000	5630	3010001	14-15		795.00	
08/12/14	63430	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS 08/12/2014	Culver City Middle School 63430	01.0	00000.0	00000	27000	5630	3010001	14-15		1,294.02	
08/12/14	63431	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS 08/12/2014	Culver City Middle School 63431	01.0	00000.0	00000	27000	5630	3010001	14-15		405.67	
07/09/14	63432	C		07/09/2014	ASSOCIATION OF CALIFORNIA	MEMBERSHIPS 07/09/2014	Superintendent's Office 63432	01.0	00000.0	00000	71000	5310	0001000	14-15		1,857.40	
07/09/14	63433	C		07/09/2014	SCHOOL EMPLOYERS	MEMBERSHIPS 07/09/2014	Superintendent's Office 63433	01.0	00000.0	00000	71000	5310	0001000	14-15		1,490.00	
07/01/14	63434	C		07/03/2014	ACSA'S FOUNDATION FOR	CONFERENCE AND TRAVEL 07/01/2014	Human Resources 63434	01.0	00000.0	00000	74000	5220	0003000	14-15		4,531.00	
07/01/14	63435	C		07/01/2014	ASSOCIATION OF CALIFORNIA	MEMBERSHIPS 07/01/2014	Human Resources 63435	01.0	00000.0	00000	74000	5310	0003000	14-15		1,227.92	

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07/01/14	63436	C		07/01/2014	ASSOCIATION OF CALIFORNIA	MEMBERSHIPS	63435	01.0	00000.0	00000	74000	5310	0003000	14-15		516.46	
07/01/2014					ASSOCIATION OF CALIFORNIA SCHOOL ADMIN											1,227.92	
07/02/14	63437	A		07/02/2014	OFFICE DEPOT	OFFICE SUPPLIES	63437	01.0	30100.0	00000	27000	4350	0004030	14-15		3,500.00	
07/02/2014					OFFICE DEPOT											3,500.00	
07/02/14	63438	C		07/02/2014	GRANT-LINK	OFFICE SUPPLIES	63438	01.0	35500.0	38000	27000	4350	0004030	14-15		400.00	
07/02/2014					GRANT-LINK											400.00	
07/01/14	63440	A		07/01/2014	SMART & FINAL	OFFICE SUPPLIES	63440	01.0	00000.0	00000	71000	4310	0001000	14-15		1,000.00	
07/01/2014					SMART & FINAL											1,000.00	
07/08/14	63441	A		07/08/2014	DANNIS WOLIVER KELLEY	LEGAL SERVICES	63441	01.0	00000.0	00000	71000	5820	0001000	14-15		5,000.00	
07/08/2014					DANNIS WOLIVER KELLEY											5,000.00	
07/08/14	63442	A		07/08/2014	OFFICE DEPOT	OFFICE SUPPLIES	63442	01.0	00000.0	00000	71000	4350	0001000	14-15		1,500.00	
07/08/2014					OFFICE DEPOT											1,500.00	
07/08/14	63443	A		07/08/2014	ATKINSON, ANDELSON, LOYA,	LEGAL SERVICES	63443	01.0	00000.0	00000	71000	5820	0001000	14-15		5,000.00	
07/08/2014					ATKINSON, ANDELSON, LOYA, RUJD & ROMO											5,000.00	
07/01/14	63444	A		07/02/2014	MALEMAN INK	ADVERTISING	63444	01.0	90146.0	00000	27000	4310	0000000	14-15		6,000.00	
07/01/2014					MALEMAN INK											6,000.00	
07/08/14	63445	A		07/08/2014	MALEMAN INK	CONTRACTED SERVICES		01.0	00000.0	00000	71000	5810	0001000	14-15		14,400.00	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
07/08/14	63446	A	07/08/2014	07/08/2014	IMAGERY VIDEO PRODUCTIONS	CONTRACTED SERVICES 07/08/2014	63445 63446	MALEMAN INK	01.0 00000.0	00000	71000	5810	0001000	14-15		14,400.00	6,900.00
07/01/14	63447	C	07/01/2014	07/01/2014	DOUBLE TREE BY HILTON	CONFERENCE AND TRAVEL 07/01/2014	63447		01.0 00000.0	00000	74000	5220	0003000	14-15		444.42	6,900.00
08/15/14	63448	A	08/15/2014	08/15/2014	OFFICE DEPOT	OFFICE SUPPLIES 08/15/2014	63448	OFFICE DEPOT	01.0 00000.0	00000	31400	4350	0004020	14-15		427.57	427.57
08/15/14	63449	A	08/15/2014	08/15/2014	OFFICE DEPOT	OFFICE SUPPLIES 08/15/2014	63449	OFFICE DEPOT	01.0 00000.0	00000	31400	4350	0004020	14-15		343.99	343.99
07/25/14	63450	A	07/25/2014	07/25/2014	GALE SUPPLY COMPANY	OFFICE SUPPLIES 07/25/2014	63450	GALE SUPPLY COMPANY	01.0 00000.0	00000	31400	4350	0004020	14-15		352.63	352.63
07/25/14	63451	A	07/25/2014	07/25/2014	WILLIAM V. MACGILL & CO.	OFFICE SUPPLIES 07/25/2014	63451	WILLIAM V. MACGILL & CO.	01.0 00000.0	00000	31400	4350	0004020	14-15		316.09	316.09
07/31/14	63452	A	07/31/2014	07/31/2014	HENRY SCHEIN, INC.	OFFICE SUPPLIES 07/31/2014	63452	HENRY SCHEIN, INC.	01.0 00000.0	00000	31400	4350	0004020	14-15		1,477.48	1,477.48
07/31/14	63453	A	07/31/2014	07/31/2014	SCHOOL HEALTH CORPORATION	OFFICE SUPPLIES 07/31/2014	63453	SCHOOL HEALTH CORPORATION	01.0 00000.0	00000	31400	4350	0004020	14-15		847.60	847.60
07/31/14	63454	A	07/31/2014	07/31/2014	WILLIAM V. MACGILL & CO.	NURSING SUPP/EQUIP 07/31/2014			01.0 00000.0	00000	31400	4350	0004020	14-15		1,120.39	1,120.39

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07/31/2014					WILLIAM V. MACGILL & CO.		63454									1,120.39	
08/15/14	63455	A	08/15/2014	08/15/2014	WILLIAM V. MACGILL & CO.	NURSING SUPP/EQUIP	Pupil Services	01.0	00000.0	00000	31400	4350	0004020	14-15		972.14	
08/15/2014					WILLIAM V. MACGILL & CO.		63455									972.14	
08/12/14	63456	A	08/12/2014	08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Culver City High School	01.0	96352.0	71100	10000	5630	4010000	14-15		474.99	
08/12/2014					AVC OFFICE AUTOMATION		63456									474.99	
08/12/14	63457	A	08/12/2014	08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Culver City High School	01.0	96352.0	71100	10000	5630	4010000	14-15		392.83	
08/12/2014					AVC OFFICE AUTOMATION		63457									392.83	
08/04/14	63458	A	08/04/2014	08/04/2014	SUPREME SCHOOL SUPPLY	OFFICE SUPPLIES	EI Marino	01.0	00000.0	00000	27000	4350	2030001	14-15		136.72	
08/04/2014					SUPREME SCHOOL SUPPLY		63458									136.72	
08/04/14	63459	A	08/05/2014	08/05/2014	NEILMARQ CORPORATION	JANITORIAL SUPP/EQUIP	EI Marino	01.0	00000.0	00000	81000	4370	2030001	14-15		500.00	
08/04/2014					NEILMARQ CORPORATION		63459									500.00	
08/04/14	63460	A	08/05/2014	08/05/2014	OFFICE DEPOT	OFFICE SUPPLIES	EI Marino	01.0	00000.0	00000	27000	4350	2030001	14-15		1,500.00	
08/04/2014					OFFICE DEPOT		63460									1,500.00	
08/12/14	63461	A	08/12/2014	08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	EI Marino	01.0	00000.0	00000	27000	5630	2030001	14-15		2,707.43	
08/12/2014					AVC OFFICE AUTOMATION		63461									2,707.43	
08/04/14	63462	A	08/04/2014	08/04/2014	OFFICE DEPOT	OFFICE SUPPLIES	EI Marino	01.0	00000.0	00000	27000	4350	2030001	14-15		428.76	
08/04/2014					OFFICE DEPOT		63462									428.76	
08/15/14	63463	A	08/15/2014	08/15/2014	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS	EI Marino	01.0	00000.0	00000	27000	5630	2030001	14-15		795.00	
08/15/2014					COMPLETE BUSINESS SYSTEMS		63463									795.00	

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08/15/14	63464	A		08/15/2014	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS 08/15/2014	63463	01.0	00000.0	00000	27000	5630	2050001	14-15		795.00	795.00
08/15/14	63465	A		08/05/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES 08/05/2014	63464	01.0	00000.0	00000	27000	4310	2060001	14-15		2,000.00	2,000.00
08/05/14	63466	A		08/05/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES 08/05/2014	63465	01.0	00000.0	00000	27000	4310	2060001	14-15		15,000.00	15,000.00
08/05/14	63467	A		08/05/2014	REGENCY LIGHTING	JANITORIAL SUPP/EQUIP 08/05/2014	63466	01.0	00000.0	00000	81000	4370	2060001	14-15		400.00	400.00
08/15/14	63468	A		07/15/2014	HILLYARD	JANITORIAL SUPP/EQUIP 07/15/2014	63467	01.0	00000.0	00000	81000	4370	2060001	14-15		1,500.00	1,500.00
08/15/14	63469	A		07/15/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP 07/15/2014	63468	01.0	00000.0	00000	81000	4370	2060001	14-15		10,350.00	10,350.00
08/15/14	63470	A		08/15/2014	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS 08/15/2014	63469	01.0	00000.0	00000	27000	5630	2020001	14-15		795.00	795.00
08/15/14	63471	A		08/15/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS 08/15/2014	63470	01.0	00000.0	00000	27000	5630	2020001	14-15		4,031.72	4,031.72
08/05/14	63472	A		08/05/2014	ALLIANCE PUBLISHING &	OFFICE SUPPLIES	63471	01.0	00000.0	00000	27000	4350	2020001	14-15		886.86	886.86

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08/05/2014						08/05/2014	63472	ALLIANCE PUBLISHING & MARKETING INC.								886.86	
08/12/14	63473	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Farragut	01.0	00000.0	00000	27000	5630	2050001	14-15		667.55	
08/12/2014						08/12/2014	63473	AVC OFFICE AUTOMATION								667.55	
08/12/14	63474	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Culver City Middle School	01.0	00000.0	00000	27000	5630	3010001	14-15		385.13	
08/12/2014						08/12/2014	63474	AVC OFFICE AUTOMATION								385.13	
08/05/14	63478	A		08/05/2014	BENCHMARK EDUCATION	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	16003	10000	4310	3010000	14-15		743.31	
08/05/2014						08/05/2014	63478	BENCHMARK EDUCATION COMPANY								743.31	
08/12/14	63479	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Undistributed Selpa	01.7	65000.0	50500	22000	5630	0000000	14-15		462.15	
08/12/2014						08/12/2014	63479	AVC OFFICE AUTOMATION								462.15	
08/12/14	63480	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Undistributed Selpa	01.7	65120.0	50500	22000	5630	0000000	14-15		611.07	
08/12/2014						08/12/2014	63480	AVC OFFICE AUTOMATION								611.07	
07/01/14	63482	A		07/01/2014	CDW-G	COMPUTER SUPP/EQUIP	Security	01.0	00000.0	00000	83000	4410	0001050	14-15		2,000.00	
07/01/2014						07/01/2014	63482	CDW-G								2,000.00	
07/01/14	63483	A		07/01/2014	CDW-G	SECURITY SUPP/EQUIP/SYSTEM	Security	01.0	00000.0	00000	83000	4310	0001050	14-15		1,000.00	
07/01/2014						07/01/2014	63483	CDW-G								1,000.00	
07/08/14	63484	A		07/08/2014	GALLS-LOS ANGELES	SECURITY SUPP/EQUIP/SYSTEM	Security	01.0	00000.0	00000	83000	4310	0001050	14-15		3,500.00	
07/08/2014						07/08/2014	63484	GALLS-LOS ANGELES								3,500.00	
07/01/14	63485	A		07/01/2014	MORE PREPARED	SAFETY SUPP/EQUIP	Security	01.0	00000.0	00000	83000	4310	0001050	14-15		2,500.00	
07/01/2014						07/01/2014	63485	MORE PREPARED								2,500.00	

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07/01/14	63486	A		07/01/2014	OFFICE DEPOT	OFFICE SUPPLIES	Security	01.0	00000.0	00000	83000	4350	0001050	14-15		800.00	2,500.00
							63486		OFFICE DEPOT								
07/01/14	63487	A		07/01/2014	PACIFIC ALARM SYSTEMS, INC.	CONTRACTED SERVICES	Security	01.0	00000.0	00000	83000	5810	0001050	14-15		400.00	800.00
							63487		PACIFIC ALARM SYSTEMS, INC.								
07/01/14	63488	A		07/01/2014	SADDLEBACK GOLF CARS	REPAIRS - OTHER	Security	01.0	00000.0	00000	83000	5630	0001050	14-15		5,000.00	5,000.00
							63488		SADDLEBACK GOLF CARS								
07/01/14	63489	A		07/01/2014	SADDLEBACK GOLF CARS	REPAIRS - OTHER	Security	01.0	00000.0	00000	83000	5810	0001050	14-15		1,320.00	1,320.00
							63489		SADDLEBACK GOLF CARS								
07/01/14	63490	A		07/01/2014	TRISTAR MONITORING LLC	CONTRACTED SERVICES	Security	01.0	00000.0	00000	83000	5810	0001050	14-15		3,000.00	3,000.00
							63490		TRISTAR MONITORING LLC								
07/01/14	63491	A		07/01/2014	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPP/EQUIP	Security	01.0	00000.0	00000	83000	4310	0001050	14-15		1,000.00	1,000.00
							63491		HOME DEPOT CREDIT SERVICES								
07/01/14	63492	A		07/01/2014	ED LITTLE AUTO SERVICE, INC.	REPAIRS - OTHER	Security	01.0	00000.0	00000	83000	5630	0001050	14-15		3,000.00	3,000.00
							63492		ED LITTLE AUTO SERVICE, INC.								
07/01/14	63493	A		07/01/2014	SMART SIGN	SIGNS	Security	01.0	00000.0	00000	83000	4310	0001050	14-15		2,500.00	2,500.00
							63493		SMART SIGN								
07/02/14	63494	A		07/02/2014	SMART & FINAL	OFFICE SUPPLIES	Special Projects	01.0	42030.0	00000	27000	4350	0004030	14-15		600.00	600.00

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07/02/2014					SMART & FINAL		63494									600.00	
08/12/14	63495	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Pupil Services	01.0	00000.0	00000	31400	5630	0004020	14-15		631.61	
08/12/2014					AVC OFFICE AUTOMATION		63495									631.61	
07/08/14	63496	A		07/08/2014	OFFICE DEPOT	OFFICE SUPPLIES	Pupil Services	01.0	00000.0	00000	31400	4350	0004020	14-15		1,750.00	
07/08/2014					OFFICE DEPOT		63496									1,750.00	
08/11/14	63497	A		08/11/2014	360 DYNAMIC TECHNOLOGY INC.	EQUIPMENT RENTAL/LEASE	Superintendent's Office	01.0	00000.0	00000	71000	5610	0001000	14-15		2,279.16	
08/11/2014					360 DYNAMIC TECHNOLOGY INC.		63497									2,279.16	
08/12/14	63498	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Pupil Services	01.0	00000.0	00000	31400	5630	0004020	14-15		333.77	
08/12/2014					AVC OFFICE AUTOMATION		63498									333.77	
07/01/14	63499	A		07/10/2014	HEINEMANN PUBLISHING	BOOKS	Educational Services	01.0	74050.0	00000	21000	4210	0004000	14-15		35,596.87	
07/01/2014					HEINEMANN PUBLISHING		63499									35,596.87	
07/08/14	63500	C		07/08/2014	NATIONAL ASSOC OF SCHOOL	MEMBERSHIPS	Superintendent's Office	01.0	00000.0	00000	71000	5310	0001000	14-15		179.00	
07/08/2014					NATIONAL ASSOC OF SCHOOL SUPERINTENDENTS		63500									179.00	
07/02/14	63501	C		07/02/2014	EDLIO, INC.	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		14,314.27	
07/02/2014					EDLIO, INC.		63501									14,314.27	
07/08/14	63503	A		07/08/2014	OFFICE DEPOT	OFFICE SUPPLIES	Special Education	01.0	65000.0	57700	21000	4350	0004040	14-15		4,000.00	
07/08/2014					OFFICE DEPOT		63503									4,000.00	
07/03/14	63507	A		07/03/2014	SCHOLASTIC INC.	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	02222.0	00000	27000	4310	0004030	14-15		724.38	

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07/03/14	63508	A	07/03/2014	07/03/2014	HEINEMANN PUBLISHING	INSTRUCTIONAL SUPPLIES	63507	01.0	31850.0	11100	10000	4310	0004030	14-15		14,100.01	724.38
07/03/2014					HEINEMANN PUBLISHING		63508									14,100.01	
07/25/14	63509	C	07/25/2014	07/25/2014	ENCHANTED LEARNING, LLC	SUBSCRIPTIONS	63509	01.0	30100.0	11100	10000	4313	2060000	14-15		125.00	14,100.01
07/25/2014					ENCHANTED LEARNING, LLC		63509									125.00	
08/05/14	63510	A	08/05/2014	08/05/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	63510	13.0	53100.0	00000	37000	4410	0000000	14-15		798.87	798.87
08/05/2014					DELL COMPUTER CORP.		63510									798.87	
08/05/14	63511	A	08/05/2014	08/05/2014	CDW-G	COMPUTER SUPP/EQUIP	63511	13.0	53100.0	00000	37000	4410	0000000	14-15		751.28	751.28
08/05/2014					CDW-G		63511									751.28	
07/08/14	63512	A	07/08/2014	07/08/2014	HILLYARD	JANITORIAL SUPP/EQUIP	63512	12.0	50253.0	85000	81000	4370	0000002	14-15		2,000.00	2,000.00
07/08/2014					HILLYARD		63512									2,000.00	
07/08/14	63513	A	07/08/2014	07/08/2014	LAKESHORE WLA	INSTRUCTIONAL SUPPLIES	63513	12.0	50253.0	85000	10000	4310	0000002	14-15		5,000.00	5,000.00
07/08/2014					LAKESHORE WLA		63513									5,000.00	
07/08/14	63514	A	07/08/2014	07/08/2014	OFFICE DEPOT	OFFICE SUPPLIES	63514	12.0	50253.0	85000	27000	4350	0000002	14-15		8,000.00	8,000.00
07/08/2014					OFFICE DEPOT		63514									8,000.00	
07/08/14	63515	A	07/08/2014	07/08/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	63515	12.0	50253.0	85000	10000	4310	0000002	14-15		3,000.00	3,000.00
07/08/2014					SOUTHWEST SCHOOL SUPPLY		63515									3,000.00	
07/08/14	63516	A	07/08/2014	07/08/2014	AMERICAN CHEMICAL &	JANITORIAL SUPP/EQUIP	63516	12.0	50253.0	85000	81000	4370	0000002	14-15		6,000.00	6,000.00
07/08/2014					AMERICAN CHEMICAL &		63516									6,000.00	

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07/08/14	63517	A		07/08/2014	REGENCY LIGHTING	JANITORIAL SUPP/EQUIP	63516	12.0	50253.0	85000	81000	4370	0000002	14-15		2,000.00	6,000.00
07/08/2014																	
07/08/2014																	
07/16/14	63518	A		07/16/2014	SOUTHLAND INDUSTRIES	ENGINEERING SERVICES	63518	40.0	00000.0	00000	85000	6280	0000000	14-15		8,500.00	8,500.00
07/16/2014																	
07/09/14	63519	C		07/09/2014	NORTHERN TOOL + EQUIPMENT	SAFETY SUPP/EQUIP	63519	01.0	00000.0	00000	83000	4400	0001050	14-15		13,488.38	13,488.38
08/06/14	63520	A		08/06/2014	BARNES & NOBLE BOOKSELLERS	INSTRUCTIONAL SUPPLIES	63520	01.0	31850.0	00000	21000	4310	0004030	14-15		2,967.75	2,967.75
08/06/2014																	
07/09/14	63521	A		07/09/2014	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	63521	01.0	31850.0	11100	10000	4310	3010000	14-15		186.10	186.10
07/09/2014																	
07/25/14	63522	C		07/25/2014	GUIDED DISCOVERIES	FIELD TRIPS	63522	01.0	91400.0	11100	10000	5816	3017140	14-15		1,520.00	1,520.00
07/25/2014																	
07/25/14	63523	C		07/25/2014	RENAISSANCE LEARNING, INC.	SOFTWARE	63523	01.0	30100.0	11100	10000	4340	2060000	14-15		3,909.00	3,909.00
07/25/2014																	
07/25/14	63524	A		07/25/2014	CENGAGE LEARNING	BOOKS	63524	01.0	07395.0	11100	10000	4310	2030000	14-15		1,118.23	1,118.23
07/25/2014																	
07/16/14	63525	A		07/16/2014	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES		01.0	31850.0	11100	10000	4310	0004030	14-15		313.57	313.57
07/16/2014																	

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07/16/2014							63525	LAKESHORE LEARNING MATERIALS								313.57	
07/08/14	63526	C		07/08/2014	CDW-G	COMPUTER SUPP/EQUIP	Pupil Services	01.0	00000.0	00000	31400	4410	0004020	14-15		1,610.70	
07/08/2014							63526	CDW-G								1,610.70	
07/25/14	63527	C		07/25/2014	CASCWA	CONFERENCE AND TRAVEL	Pupil Services	01.0	00000.0	00000	31400	5220	0004020	14-15		95.00	
07/25/2014							63527	CASCWA								95.00	
07/14/14	63528	C		07/14/2014	ROSETTA STONE	SOFTWARE	Adult School	11.0	06390.0	41100	10000	4340	0000010	14-15		1,490.00	
07/14/2014							63528	ROSETTA STONE								1,490.00	
08/04/14	63529	A		08/04/2014	PITNEY BOWES	EQUIPMENT RENTAL/LEASE	Purchasing	01.0	00000.0	00000	73000	5610	0005030	14-15		3,371.52	
08/04/2014							63529	PITNEY BOWES								3,371.52	
08/04/14	63530	C		08/04/2014	OPRA - PACKAGE PRODUCTS &	CONTRACTED SERVICES	Purchasing	01.0	00000.0	00000	73000	5810	0005030	14-15		919.66	
08/04/2014							63530	OPRA - PACKAGE PRODUCTS & SERVICES								919.66	
07/16/14	63532	A		07/22/2014	SPARKLETTS WATER	WATER SUPP/SERV/SYSTEM	Office of Child Development	12.0	50253.0	85000	10000	4310	0000002	14-15		2,000.00	
07/16/2014							63532	SPARKLETTS WATER								2,000.00	
07/30/14	63533	X	1	07/31/2014	DANIEL G. STUBBS AS TRUSTEE OF THE	CONTRACTED SERVICES	Special Education	01.0	33100.0	57500	39000	5890	0004040	14-15		7,500.00	
07/30/2014							63533	DANIEL G. STUBBS AS TRUSTEE OF THE LILA								7,500.00	
07/08/14	63534	A		07/08/2014	TAMA TRADING CO.	FOOD SERVICES SUPP/EQUIP	Undistributed FS	13.0	53100.0	00000	37000	4710	0000000	14-15		32,000.00	
07/08/2014							63534	TAMA TRADING CO.								32,000.00	
07/09/14	63535	A		07/09/2014	SMART & FINAL	FOOD PRODUCTS	Undistributed FS	13.0	53100.0	00000	37000	4710	0000000	14-15		2,000.00	
07/09/2014																2,000.00	

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07/09/2014					SMART & FINAL		63535									2,000.00	
07/08/14	63536	A		07/08/2014	LARSEN AUTOMOTIVE	REPAIRS - OTHER	Undistributed FS	13.0	53100.0	00000	37000	5630	00000000	14-15		3,000.00	
07/08/2014					LARSEN AUTOMOTIVE		63536									3,000.00	
07/08/14	63538	A		07/08/2014	GARY'S KNIFE SHARPENING	REPAIRS - OTHER	Undistributed FS	13.0	53100.0	00000	37000	5630	00000000	14-15		1,000.00	
07/08/2014					GARY'S KNIFE SHARPENING		63538									1,000.00	
07/08/14	63539	A		07/08/2014	DRIFTWOOD DAIRY, INC.	FOOD PRODUCTS	Undistributed FS	13.0	53100.0	00000	37000	4710	00000000	14-15		180,000.00	
07/08/2014					DRIFTWOOD DAIRY, INC.		63539									180,000.00	
07/08/14	63540	A		07/08/2014	DOWNEY REFRIGERATION	REPAIRS - OTHER	Undistributed FS	13.0	53100.0	00000	37000	5630	00000000	14-15		7,000.00	
07/08/2014					DOWNEY REFRIGERATION		63540									7,000.00	
07/08/14	63541	A		07/08/2014	BERKELEY STREET BEVERAGE CO.	FOOD SERVICES SUPP/EQUIP	Undistributed FS	13.0	53100.0	00000	37000	4790	00000000	14-15		2,000.00	
07/08/2014					BERKELEY STREET BEVERAGE CO.		63541									2,000.00	
07/08/14	63542	A		07/08/2014	BERKELEY STREET BEVERAGE CO.	FOOD PRODUCTS	Undistributed FS	13.0	53100.0	00000	37000	4710	00000000	14-15		12,000.00	
07/08/2014					BERKELEY STREET BEVERAGE CO.		63542									12,000.00	
08/05/14	63543	C		08/05/2014	SUPER COMMODITY CO-OP	MEMBERSHIPS	Undistributed FS	13.0	53100.0	00000	37000	4710	00000000	14-15		410.00	
08/05/2014					SUPER COMMODITY CO-OP		63543									410.00	
07/25/14	63544	A		07/25/2014	SUPERIOR FOODS	FOOD SERVICES SUPP/EQUIP	Undistributed FS	13.0	53100.0	00000	37000	4790	00000000	14-15		1,590.38	
07/25/2014					SUPERIOR FOODS		63544									1,590.38	
08/05/14	63545	C		08/05/2014	ISITE SOFTWARE	SOFTWARE	Undistributed FS	13.0	53100.0	00000	37000	4390	00000000	14-15		990.00	

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08/05/2014					ISITE SOFTWARE		63545									990.00	
07/08/14	63546	A		07/08/2014	OFFICE DEPOT	OFFICE SUPPLIES	Educational Services 63546	01.0	00000.0	00000	21000	4350	0004000	14-15		7,000.00	
07/08/2014					OFFICE DEPOT											7,000.00	
07/08/14	63547	A		07/08/2014	SMART & FINAL	OFFICE SUPPLIES	Educational Services 63547	01.0	00000.0	00000	21000	4350	0004000	14-15		2,000.00	
07/08/2014					SMART & FINAL											2,000.00	
07/16/14	63548	A		07/16/2014	PARKER & COVERT LLP	LEGAL SERVICES	Educational Services 63548	01.0	00000.0	00000	21000	5820	0004000	14-15		10,000.00	
07/16/2014					PARKER & COVERT LLP											10,000.00	
07/25/14	63549	A		07/25/2014	ACCURATE LABEL DESIGNS, INC.	OFFICE SUPPLIES	High School 63549	01.0	00000.0	00000	27000	4350	4010001	14-15		400.58	
07/25/2014					ACCURATE LABEL DESIGNS, INC.											400.58	
08/04/14	63550	A		08/04/2014	CDW-G	OFFICE SUPPLIES	High School 63550	01.0	00000.0	00000	27000	4350	4010001	14-15		5,000.00	
08/04/2014					CDW-G											5,000.00	
08/05/14	63551	A		08/05/2014	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	High School 63551	01.0	00000.0	11100	10000	4310	4010001	14-15		2,544.80	
08/05/2014					SCANTRON CORPORATION											2,544.80	
07/14/14	63552	C		07/14/2014	REGENTS OF THE UC	CONFERENCE AND TRAVEL	Culver City High School 63552	01.0	07395.0	11100	10000	5220	4010000	14-15		50.00	
07/14/2014					REGENTS OF THE UC											50.00	
07/09/14	63553	A		07/09/2014	REGENCY LIGHTING	LIGHTING SUPP/EQUIP/MAINT/SY	High School 63553	01.0	00000.0	00000	81000	4370	4010001	14-15		2,000.00	
07/09/2014					REGENCY LIGHTING											2,000.00	
07/08/14	63554	A		07/08/2014	HILLYARD	JANITORIAL SUPP/EQUIP	High School	01.0	00000.0	00000	81000	4370	4010001	14-15		3,000.00	

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07/08/2014					HILLYARD		63554									3,000.00	
07/09/14	63555	A	07/09/2014	07/09/2014	AMERICAN CHEMICAL & SANITARY SUPPLY INC.	JANITORIAL SUPP/EQUIP	High School	01.0	00000.0	00000	81000	4370	4010001	14-15		2,000.00	
07/09/2014							63555									2,000.00	
07/09/14	63556	A	07/09/2014	07/09/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP	High School	01.0	00000.0	00000	81000	4370	4010001	14-15		10,000.00	
07/09/2014							63556									10,000.00	
07/09/14	63557	A	07/09/2014	07/09/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	High School	01.0	00000.0	11100	10000	4310	4010001	14-15		5,000.00	
07/09/2014							63557									5,000.00	
07/16/14	63558	A	07/16/2014	07/16/2014	SMART & FINAL	FOOD PRODUCTS	Office of Child Development	12.0	53200.0	85000	37000	4710	0000002	14-15		40,000.00	
07/16/2014							63558									40,000.00	
07/09/14	63559	A	07/09/2014	07/09/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	High School	01.0	00000.0	11100	10000	4310	4010001	14-15		5,000.00	
07/09/2014							63559									5,000.00	
07/09/14	63560	A	07/09/2014	07/09/2014	SMART & FINAL	OFFICE SUPPLIES	High School	01.0	00000.0	00000	27000	4350	4010001	14-15		2,000.00	
07/09/2014							63560									2,000.00	
07/16/14	63561	A	07/16/2014	07/16/2014	RALPHS GROCERY COMPANY	FOOD PRODUCTS	Office of Child Development	12.0	50250.0	85000	37000	4710	0000002	14-15		14,000.00	
07/16/2014							63561									14,000.00	
07/16/14	63562	A	07/16/2014	07/16/2014	GOLD STAR FOODS	FOOD PRODUCTS	Office of Child Development	12.0	53200.0	85000	37000	4710	0000002	14-15		50,000.00	
07/16/2014							63562									50,000.00	
07/16/14	63563	A	07/16/2014	07/16/2014	DRIFTWOOD DAIRY, INC.	FOOD PRODUCTS	Office of Child Development	12.0	53200.0	85000	37000	4710	0000002	14-15		38,000.00	
07/16/2014																38,000.00	

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07/16/14	63564	A	07/16/2014	07/16/2014	SEASIDE LAGOON	FIELD TRIPS	Office of Child Development 63564	12.0	50253.0	85000	10000	5816	0000002	14-15		497.00	
					SEASIDE LAGOON											497.00	
																	38,000.00
07/16/14	63565	A	07/16/2014	07/16/2014	SEASIDE LAGOON	FIELD TRIPS	Office of Child Development 63565	12.0	61052.0	85000	10000	5816	0000002	14-15		368.00	
					SEASIDE LAGOON											368.00	
07/16/14	63566	A	07/16/2014	07/16/2014	CITY OF LA MIRADA	FIELD TRIPS	Office of Child Development 63566	12.0	50250.0	85000	10000	5816	0000002	14-15		558.00	
					CITY OF LA MIRADA											837.00	
																1,395.00	
07/16/14	63567	C	07/16/2014	07/16/2014	DEPARTMENT OF SOCIAL SERVICES	LICENSE/FEES	Office of Child Development 63567	12.0	61051.0	85000	27000	5890	0000002	14-15		220.00	
					DEPARTMENT OF SOCIAL SERVICES											220.00	
07/16/14	63568	A	07/16/2014	07/16/2014	HODGETTS+FUNG DESIGN AND ARCHITECTURE	ARCHITECTURAL SERVICES	Culver City High School 63568	25.0	00000.0	00000	85000	6210	4010000	14-15		313,500.00	
					HODGETTS+FUNG DESIGN AND ARCHITECTURE											313,500.00	
07/16/14	63569	A	07/16/2014	07/16/2014	BALFOUR BEATTY CONSTRUCTION	CONSTRUCTION SUPP/EQUIP	Culver City High School 63569	40.0	00000.0	00000	85000	6201	4010000	14-15		1,569,872.00	
					BALFOUR BEATTY CONSTRUCTION											1,569,872.00	
07/16/14	63570	A	07/16/2014	07/16/2014	CITY OF SANTA MONICA	CONTRACTED SERVICES	Office of Child Development 63570	12.0	50250.0	85000	10000	5810	0000002	14-15		2,400.00	
					CITY OF SANTA MONICA											3,600.00	
																6,000.00	
07/25/14	63571	A	07/25/2014	07/25/2014	P & R PAPER SUPPLY	FOOD SERVICES SUPP/EQUIP	Undistributed FS 63571	13.0	53100.0	00000	37000	4790	0000000	14-15		80,000.00	

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07/25/2014								63571	P & R PAPER SUPPLY								80,000.00	
07/25/14	63572	A		07/25/2014	MEALS PLUS		CONTRACTED SERVICES	Undistributed FS	13.0	53100.0	00000	37000	5810	0000000	14-15		500.00	
07/25/2014								63572	MEALS PLUS								500.00	
08/05/14	63573	A		08/05/2014	CROWD CONTROL DEPOT		FOOD SERVICES SUPP/EQUIP	Undistributed FS	13.0	53100.0	00000	37000	4400	0000000	14-15		1,039.64	
08/05/2014								63573	CROWD CONTROL DEPOT								1,039.64	
08/05/14	63574	A		08/05/2014	SCHOOL NUTRITION SERVICES		CONTRACTED SERVICES	Undistributed FS	13.0	53100.0	00000	37000	5810	0000000	14-15		15,651.00	
08/05/2014								63574	SCHOOL NUTRITION SERVICES								15,651.00	
07/16/14	63575	A		07/16/2014	CUMMING CONSTRUCTION		CONSTRUCTION SUPP/EQUIP	Undistributed Bus/Genl Adm	40.0	00000.0	00000	85000	6295	0000000	14-15		3,000.00	
07/16/2014								63575	CUMMING CONSTRUCTION MANAGEMENT, INC.								3,000.00	
07/16/14	63576	A		07/16/2014	CUMMING CONSTRUCTION		CONSTRUCTION SUPP/EQUIP	Undistributed Bus/Genl Adm	40.0	00000.0	00000	85000	6295	0000000	14-15		24,000.00	
07/16/2014								63576	CUMMING CONSTRUCTION MANAGEMENT, INC.								24,000.00	
07/16/14	63577	A		07/16/2014	HAJOCA CORP, COSTA MESA		PLUMBING SUPP/SYSTEM	Undistributed Bus/Genl Adm	01.0	00000.0	00000	27000	4400	0000000	14-15		13,144.36	
07/16/2014								63577	HAJOCA CORP, COSTA MESA								13,144.36	
07/14/14	63578	A		07/14/2014	CUSTOM MOUSE PADS		OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	14-15		1,386.82	
07/14/2014								63578	CUSTOM MOUSE PADS								1,386.82	
07/15/14	63579	A		07/15/2014	SCHOOLS LINKED FOR INSURANCE		INSURANCE	Undistributed Genl Adm Adult	01.0	00000.0	00000	00000	9532	0000000	14-15		1,048,236.64	
07/15/2014									11.0	06390.0	00000	00000	9532	0000000	14-15		35,735.34	
07/15/2014									12.0	90282.0	00000	00000	9532	0000000	14-15		83,382.46	
07/15/2014									13.0	53100.0	00000	00000	9532	0000000	14-15		23,823.56	

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07/15/14	63580	A		07/15/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP 07/15/2014	Culver City High School 63580	01.0	90141.0	11100	10000	4410	4010000	14-15		29,428.80	
																29,428.80	
07/16/14	63582	C		07/16/2014	LACSTA	MEMBERSHIPS 07/16/2014	Superintendent's Office 63582	01.0	00000.0	00000	71000	5310	0001000	14-15		100.00	
																100.00	
07/15/14	63583	A		07/15/2014	BATTERIES PLUS - 304	BATTERIES 07/15/2014	Undistributed Bus/Gen'l Adm 63583	01.0	00000.0	00000	27000	4310	0000000	14-15		500.00	
																500.00	
07/16/14	63584	A		07/16/2014	CRS ADVANCE TECHNOLOGY	CONTRACTED SERVICES 07/16/2014	Human Resources 63584	01.0	00000.0	00000	74000	5810	0003000	14-15		13,104.00	
																13,104.00	
07/16/14	63585	A		07/16/2014	STATE OF CALIFORNIA - DEPT.	CONTRACTED SERVICES 07/16/2014	Human Resources 63585	01.0	00000.0	00000	74000	5860	0003000	14-15		20,000.00	
																20,000.00	
07/16/14	63586	A		07/16/2014	VENICE CULVER MARINA MEDICAL	CONTRACTED SERVICES 07/16/2014	Human Resources 63586	01.0	00000.0	00000	74000	5860	0003000	14-15		6,750.00	
																6,750.00	
07/16/14	63587	A		07/16/2014	SMART & FINAL	OFFICE SUPPLIES 07/16/2014	Human Resources 63587	01.0	00000.0	00000	74000	4350	0003000	14-15		1,500.00	
																1,500.00	
07/16/14	63588	A		07/16/2014	OFFICE DEPOT	OFFICE SUPPLIES 07/16/2014	Human Resources 63588	01.0	00000.0	00000	74000	4350	0003000	14-15		4,500.00	
																4,500.00	
07/16/14	63589	C		07/16/2014	CODESP	MEMBERSHIPS 07/16/2014	Human Resources 63589	01.0	00000.0	00000	74000	5310	0003000	14-15		1,850.00	
																1,850.00	

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07/16/14	63590	A		07/16/2014	SAN JOAQUIN COUNTY OFFICE OF	ADVERTISING	Human Resources 63590	01.0	00000.0	00000	74000	5830	0003000	14-15		824.12	1,850.00
07/16/2014					SAN JOAQUIN COUNTY OFFICE OF EDUCATION											824.12	
07/16/14	63591	A		07/16/2014	ATKINSON, ANDELSON, LOYA,	LEGAL SERVICES	Human Resources 63591	01.0	00000.0	00000	74000	5820	0003000	14-15		75,000.00	75,000.00
07/16/2014					ATKINSON, ANDELSON, LOYA, RUUD & ROMO											75,000.00	
07/16/14	63592	C		07/16/2014	CONSOLIDATED OFFICE SYSTEMS	SUBSCRIPTIONS	Human Resources 63592	01.0	00000.0	00000	74000	4350	0003000	14-15		150.00	150.00
07/16/2014					CONSOLIDATED OFFICE SYSTEMS											150.00	
07/16/14	63593	C		07/16/2014	CALIFORNIA SCHOOL BOARDS	MEMBERSHIPS	Human Resources 63593	01.0	00000.0	00000	74000	5310	0003000	14-15		2,625.00	2,625.00
07/16/2014					CALIFORNIA SCHOOL BOARDS ASSOCIATION											2,625.00	
07/16/14	63594	C		07/16/2014	CULVER CITY NEWS	ADVERTISING	Human Resources 63594	01.0	00000.0	00000	74000	5830	0003000	14-15		145.00	145.00
07/16/2014					CULVER CITY NEWS											145.00	
07/16/14	63595	C		07/16/2014	ACSA'S FOUNDATION FOR	MEMBERSHIPS	Superintendent's Office 63595	01.0	00000.0	00000	71000	5310	0001000	14-15		440.00	440.00
07/16/2014					ACSA'S FOUNDATION FOR EDUCATIONAL ADMIN.											440.00	
07/16/14	63596	A		07/16/2014	ECOLAB EQUIPMENT CARE	REPAIRS - OTHER	Office of Child Development 63596	12.0	50253.0	85000	81000	5630	0000002	14-15		1,000.00	1,000.00
07/16/2014					ECOLAB EQUIPMENT CARE											1,000.00	
08/12/14	63597	A		08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Office of Child Development 63597	12.0	50253.0	85000	10000	5630	0000002	14-15		2,010.35	2,010.35
08/12/2014					AVC OFFICE AUTOMATION											2,010.35	
07/16/14	63598	C		07/16/2014	A.T.A.C. INC.	SECURITY SUPP/EQUIP/SYSTEM	Security	01.0	00000.0	00000	83000	4410	0001050	14-15		13,125.92	13,125.92

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07/16/14	63599	A		07/16/2014	LOU'S GOLF CARTS INC.	CARTS, ELECTRIC/GAS	Security	01.0	00000.0	00000	85000	6490	0001050	14-15		15,915.83	
07/16/2014							63599									15,915.83	
07/24/14	63600	A		07/24/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Technology	01.0	90141.0	11100	10000	4410	0005020	14-15		3,829.06	
07/24/2014							63600									3,829.06	
08/11/14	63601	A		08/11/2014	CITY OF CULVER CITY TREASURER	CONTRACTED SERVICES	High School	01.0	00000.0	00000	27000	5890	4010001	14-15		301.00	
08/11/2014							63601									301.00	
07/25/14	63602	A		07/25/2014	REDWOOD PRESS	OFFICE SUPPLIES	Culver City High School	01.0	00000.0	16001	10000	4310	4010000	14-15		1,103.77	
07/25/2014							63602									1,103.77	
07/25/14	63603	A	1	07/30/2014	NEILMARQ CORPORATION	REPAIRS - OTHER	Adult School	11.0	06390.0	41100	81000	5630	0000010	14-15		263.24	
07/25/2014							63603									263.24	
07/25/14	63604	A		07/25/2014	RENAISSANCE LEARNING, INC.	OFFICE SUPPLIES	Adult School	11.0	06390.0	41100	10000	4350	0000010	14-15		66.04	
07/25/2014							63604									66.04	
08/15/14	63605	A		08/15/2014	360 DYNAMIC TECHNOLOGY INC.	EQUIPMENT RENTAL/LEASE	Adult School	11.0	06390.0	41100	27000	5610	0000010	14-15		3,023.16	
08/15/2014							63605									3,023.16	
08/06/14	63606	A		08/06/2014	360 DYNAMIC TECHNOLOGY INC.	MAINTENANCE AGREEMENTS	Adult School	11.0	06390.0	41100	27000	5630	0000010	14-15		1,517.28	
08/06/2014							63606									1,517.28	
08/06/14	63607	X	1	08/08/2014	AMAZON.COM	COMPUTER SUPP/EQUIP	Adult School	11.0	90137.0	41100	10000	4410	0000010	14-15		273.64	
08/06/2014																273.64	

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08/06/2014					AMAZON.COM		63607									273.64	
08/08/14	63607A	A	08/08/2014	08/08/2014	TROXELL COMMUNICATIONS	AUDIOVISUAL SUPP/EQUIP	Adult School	11.0	90137.0	41100	10000	4410	0000010	14-15		228.86	
08/08/2014					TROXELL COMMUNICATIONS		63607A									228.86	
08/05/14	63608	A	08/05/2014	08/05/2014	PEARSON EDUCATION	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	14-15		9,752.24	
08/05/2014					PEARSON EDUCATION		63608									9,752.24	
07/30/14	63610	A	07/30/2014	07/30/2014	CDW-G	COMPUTER SUPP/EQUIP	High School	01.0	00000.0	11100	10000	4400	4010001	14-15		995.23	
07/30/2014					CDW-G		63610									995.23	
07/25/14	63611	A	07/25/2014	07/25/2014	BUDDY'S ALL STARS, INC.	SPORTING GOODS	Culver City High School	01.0	00000.0	15000	10000	4400	4010000	14-15		1,038.33	
07/25/2014					BUDDY'S ALL STARS, INC.		63611									1,038.33	
08/15/14	63612	A	08/15/2014	08/15/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	High School	01.0	00000.0	00000	27000	5630	4010001	14-15		436.48	
08/15/2014					AVC OFFICE AUTOMATION		63612									436.48	
07/30/14	63613	A	07/30/2014	07/30/2014	GBC	OFFICE SUPPLIES	High School	01.0	00000.0	00000	27000	4400	4010001	14-15		66.31	
07/30/2014					GBC		63613									66.31	
07/23/14	63614	A	07/23/2014	07/23/2014	PRESIDIO INX, LLC, A PRESIDIO COMPANY	COMPUTER SUPP/EQUIP	Technology	01.0	00000.0	00000	77000	4410	0005020	14-15		138,515.47	
07/23/2014					PRESIDIO COMPANY		63614									138,515.47	
						REPAIRS - OTHER		01.0	00000.0	00000	77000	5630	0005020	14-15		17,557.92	
								01.0	00000.0	00000	77000	5810	0005020	14-15		39,018.23	
								01.0	00000.0	00000	77000	4410	0005020	14-15		14,271.96	
								01.0	00000.0	00000	77000	5630	0005020	14-15		1,809.12	
								01.0	00000.0	00000	77000	5810	0005020	14-15		4,020.27	

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07/23/2014							63614									215,192.97	
								PRESIDIO INX, LLC, A PRESIDIO COMPANY									
07/24/14	63615	A		07/24/2014	TOOLS4EVER	CONTRACTED SERVICES	Technology	01.0	90141.0	11100	10000	5810	0005020	14-15		12,420.00	
07/24/2014							63615									12,420.00	
								TOOLS4EVER									
07/24/14	63616	A		07/24/2014	TOOLS4EVER	REPAIRS - OTHER	Technology	01.0	90141.0	11100	10000	5630	0005020	14-15		7,200.00	
07/24/2014							63616									7,200.00	
								TOOLS4EVER									
07/24/14	63617	C		07/24/2014	U.S. POSTAL SERVICE	COMMUNICATION SUPP/EQUIP	Adult School	11.0	06390.0	41100	27000	5910	0000010	14-15		220.00	
07/24/2014							63617									220.00	
								U.S. POSTAL SERVICE									
07/24/14	63619	C		07/24/2014	U.S. POSTAL SERVICE	COMMUNICATION SUPP/EQUIP	Adult School	11.0	06390.0	41100	27000	5910	0000010	14-15		5,000.00	
07/24/2014							63619									5,000.00	
								U.S. POSTAL SERVICE									
07/25/14	63620	C		07/25/2014	CALIFORNIA TELEPHONY, INC.	REPAIRS - OTHER	Adult School	11.0	06390.0	41100	27000	5630	0000010	14-15		281.75	
07/25/2014							63620									281.75	
								CALIFORNIA TELEPHONY, INC.									
07/25/14	63621	C		07/25/2014	NEW READERS PRESS	BOOKS	Adult School	11.0	06390.0	41100	10000	4210	0000010	14-15		287.28	
07/25/2014							63621									287.28	
								NEW READERS PRESS									
07/24/14	63622	A		07/24/2014	CDW-G	COMPUTER SUPP/EQUIP	Human Resources	01.0	00000.0	00000	74000	4410	0003000	14-15		316.88	
07/24/2014							63622									316.88	
								CDW-G									
07/24/14	63623	C		07/24/2014	AMERICAN/FOOTHILL PUBLISHING CO.	ADVERTISING	Undistributed Superintendent	01.0	90146.0	00000	00000	5830	0000000	14-15		765.00	
07/24/2014							63623									765.00	
								AMERICAN/FOOTHILL PUBLISHING CO.									
07/25/14	63624	C		07/25/2014	KAPLAN EARLY LEARNING	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	50253.0	85000	10000	4310	0000002	14-15		431.09	

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07/25/14	63624	C		07/25/2014	KAPLAN EARLY LEARNING	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	61051.0	85000	10000	4310	0000002	14-15		444.15	
						07/25/2014	63624	12.0	61052.0	85000	10000	4310	0000002	14-15		431.09	
																	1,306.33
07/24/14	63625	C		07/24/2014	SOUTH BAY FORD	VEHICLE PURCHASE/RENT/LEA	Security	01.0	00000.0	00000	85000	6490	0001050	14-15		29,219.42	
						07/24/2014	63625	01.0	00000.0	00000	85000	6490	0001050	14-15			29,219.42
																	29,219.42
07/30/14	63626	C		07/30/2014	CHASE CARD SERVICES	CONFERENCE AND TRAVEL	Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15		10.50	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15		8.75	
							Superintendent's Office	01.0	00000.0	00000	71000	5810	0001000	14-15		152.25	
							Human Resources	01.0	00000.0	00000	71000	5890	0001000	14-15		3.50	
							Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15		171.37	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15		142.80	
							Superintendent's Office	01.0	00000.0	00000	71000	5810	0001000	14-15		2,484.80	
							Human Resources	01.0	00000.0	00000	71000	5890	0001000	14-15		57.12	
							Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15		2.34	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15		1.95	
							Superintendent's Office	01.0	00000.0	00000	71000	5810	0001000	14-15		33.93	
							Human Resources	01.0	00000.0	00000	71000	5890	0001000	14-15		0.78	
							Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15		11.05	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15		9.21	
							Superintendent's Office	01.0	00000.0	00000	71000	5810	0001000	14-15		160.24	
							Human Resources	01.0	00000.0	00000	71000	5890	0001000	14-15		3.68	

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							63626	CHASE CARD SERVICES								3,254.27	
07/30/14	63627	A	07/30/2014	07/30/2014	SOLUTION TREE, LLC	OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	14-15		27.85	
07/30/14	63628	A	07/30/2014	07/30/2014	ORIENTAL TRADING CO., INC.	OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	14-15		103.55	
08/05/14	63629	A	08/05/2014	08/05/2014	DISCOUNT SCHOOL SUPPLY	FURNITURE, SCHOOL	Office of Child Development	12.0	50253.0	85000	10000	4310	0000002	14-15		476.06	
08/12/14	63630	A	08/12/2014	08/12/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	Undistributed FS	13.0	53100.0	00000	37000	5630	0000000	14-15		410.80	
08/05/14	63632	C	08/05/2014	08/05/2014	SMART TEMPS, LLC	REPAIRS - OTHER	Undistributed FS	13.0	53100.0	00000	37000	5630	0000000	14-15		357.00	
08/15/14	63633	A	08/15/2014	08/15/2014	NATIONAL NOTARY ASSOCIATION	OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	14-15		33.00	
08/05/14	63634	A	08/05/2014	08/05/2014	CALIFORNIA PEST MANAGEMENT, INC.	PEST CONTROL	Undistributed FS	13.0	53100.0	00000	37000	5570	0000000	14-15		6,312.00	
08/05/14	63635	A	08/05/2014	08/05/2014	OFFICE DEPOT	OFFICE SUPPLIES	Undistributed FS	13.0	53100.0	00000	37000	4350	0000000	14-15		5,000.00	
07/31/14	63637	C	07/31/2014	07/31/2014	WISEBURN SCHOOL DISTRICT	MEMBERSHIPS	Special Projects	01.0	30100.0	00000	21000	5310	0004030	14-15		75.00	

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07/31/2014							63637	WISEBURN SCHOOL DISTRICT										75.00	
08/15/14	63640	A		08/15/2014	FEDEX	FREIGHT SERVICES	Special Projects	01.0	00209.0	39000	31600	5802	0004030	14-15		3,500.00			
08/15/2014							63640	FEDEX										3,500.00	
08/05/14	63641	C		08/05/2014	CULVER CITY NEWS	ADVERTISING	Educational Services	01.0	00000.0	00000	21000	5830	0004000	14-15		594.80			
08/05/2014							63641	CULVER CITY NEWS										594.80	
08/15/14	63642	A		08/15/2014	SAN JOAQUIN COUNTY OFFICE OF	CONTRACTED SERVICES	Undistributed SeIpa	01.7	65000.0	50500	22000	5810	0000000	14-15		12,885.00			
08/15/2014							63642	SAN JOAQUIN COUNTY OFFICE OF EDUCATION										12,885.00	
08/15/14	63644	A		08/15/2014	WILLIAM SMYTHE & CHRISTINE ROESE	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	14-15		200.00			
08/15/2014							63644	WILLIAM SMYTHE & CHRISTINE ROESE										200.00	
08/11/14	63646	A		08/11/2014	THERAPY IN ACTION	CONTRACTED SERVICES	Special Education	01.0	65000.0	57500	11360	5810	0004040	14-15		535.00			
08/11/2014							63646	THERAPY IN ACTION										535.00	
08/15/14	63648	A		08/15/2014	ACADEMIC THERAPY PUBLICATIONS	TEST/TEST MATERIALS	Special Education	01.0	33100.0	57700	31600	4312	0004040	14-15		83.65			
08/15/2014							63648	ACADEMIC THERAPY PUBLICATIONS										83.65	
08/15/14	63649	A		08/15/2014	ASEBA	TEST/TEST MATERIALS	Special Education	01.0	33100.0	57700	31600	4312	0004040	14-15		179.25			
08/15/2014							63649	ASEBA										179.25	
08/06/14	63650	A	1	08/11/2014	AMAZON.COM	OFFICE SUPPLIES	Special Education	01.0	33100.0	50010	27000	4350	0004040	14-15		156.41			
08/06/2014							63650	AMAZON.COM										156.41	
08/15/14	63651	A		08/15/2014	CDW-G	COMPUTER SUPP/EQUIP	Resource Specialists	01.0	56400.0	00000	39000	4410	0004026	14-15		172.36			

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08/15/2014							63651	CDW-G								172.36	
07/31/14	63656	A		07/31/2014	FAGEN FRIEDMAN & FULFROST, LLP	LEGAL SERVICES	Special Education 63656	01.0	65000.0	57700	27000	5820	0004040	14-15		7,500.00	
07/31/2014							63656	FAGEN FRIEDMAN & FULFROST, LLP								7,500.00	
08/05/14	63657	A		08/05/2014	FLUE STEAM INC	CONTRACTED SERVICES	Undistributed FS 63657	13.0	53100.0	00000	37000	5810	0000000	14-15		3,664.10	
08/05/2014							63657	FLUE STEAM INC								3,664.10	
08/05/14	63658	C		08/05/2014	EDUCATION MANAGEMENT	CONTRACTED SERVICES	Undistributed FS 63658	13.0	53100.0	00000	37000	5810	0000000	14-15		5,795.00	
08/05/2014							63658	EDUCATION MANAGEMENT SYSTEM, INC.								5,795.00	
07/31/14	63659	A		07/31/2014	ECOLAB EQUIPMENT CARE	FOOD SERVICES SUPP/EQUIP	Undistributed FS 63659	13.0	53100.0	00000	37000	4790	0000000	14-15		1,302.83	
07/31/2014							63659	ECOLAB EQUIPMENT CARE								1,302.83	
07/31/14	63660	A		07/31/2014	ECOLAB EQUIPMENT CARE	FOOD SERVICES SUPP/EQUIP	Undistributed FS 63660	13.0	53100.0	00000	37000	4790	0000000	14-15		219.43	
07/31/2014							63660	ECOLAB EQUIPMENT CARE								219.43	
07/31/14	63661	A		07/31/2014	SCHOOL SERVICES OF CALIFORNIA, INC.	CONTRACT SERVICES RENDERED	Superintendent's Office 63661	01.0	00000.0	00000	71000	5810	0001000	14-15		15,093.81	
07/31/2014							63661	SCHOOL SERVICES OF CALIFORNIA, INC.								15,093.81	
08/06/14	63662	C		08/06/2014	ACSA'S FOUNDATION FOR	CONFERENCE AND TRAVEL	Human Resources 63662	01.0	00000.0	00000	74000	5220	0003000	14-15		398.00	
08/06/2014							63662	ACSA'S FOUNDATION FOR EDUCATIONAL ADMIN.								398.00	
07/31/14	63663	A		08/04/2014	CDW-G	COMPUTER SUPP/EQUIP	Special Projects 63663	01.0	02222.0	00010	10000	4350	0004030	14-15		142.07	
07/31/2014							63663	CDW-G								142.07	
08/11/14	63664	A		08/11/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Farragut	01.0	00000.0	11100	10000	4310	2050001	14-15		8,000.00	

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08/11/2014					SOUTHWEST SCHOOL SUPPLY		63664									8,000.00	
07/31/14	63665	C		07/31/2014	FOUNDATION FOR EDUCATION	CONFERENCE AND TRAVEL	Superintendent's Office	01.0	00000.0	00000	71000	5220	0001000	14-15		545.00	
07/31/2014					FOUNDATION FOR EDUCATION ADMINISTRATION		63665									545.00	
08/05/14	63666	A		08/05/2014	SERVICE SOLUTIONS GROUP,	REPAIRS - OTHER	Undistributed FS	13.0	53100.0	00000	37000	5630	0000000	14-15		800.00	
08/05/2014					SERVICE SOLUTIONS GROUP, LLC		63666									800.00	
07/31/14	63667	C		07/31/2014	CULVER CITY NEWS	ADVERTISING	Human Resources	01.0	00000.0	00000	74000	5830	0003000	14-15		145.00	
07/31/2014					CULVER CITY NEWS		63667									145.00	
07/31/14	63668	A		07/31/2014	APPERSON EDUCATION	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	74000	4350	0003000	14-15		47.85	
07/31/2014					APPERSON EDUCATION PRODUCTS		63668									47.85	
08/04/14	63669	A		08/05/2014	PITNEY BOWES	REPAIRS - OFFICE EQUIPMENT	High School	01.0	00000.0	00000	27000	5630	4010001	14-15		2,698.00	
08/04/2014					PITNEY BOWES		63669									2,698.00	
07/30/14	63670	A		07/30/2014	EMLIGHT DESIGN	REPAIRS - OTHER	Culver City High School	14.0	06205.0	00000	81100	5630	4010000	14-15		298.80	
07/30/2014					EMLIGHT DESIGN		63670									298.80	
07/30/14	63671	A		07/30/2014	WESTSIDE PRINT CENTER	PRINTING SERVICES	Human Resources	01.0	00000.0	00000	74000	4350	0003000	14-15		684.38	
07/30/2014					WESTSIDE PRINT CENTER		63671									684.38	
07/31/14	63672	A		08/04/2014	BOMAN FORKLIFT	REPAIRS - OTHER	Purchasing	01.0	00000.0	00000	73000	5630	0005030	14-15		1,000.00	
07/31/2014					BOMAN FORKLIFT		63672									1,000.00	
08/04/14	63673	A		08/04/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	El Rincon Elementary	01.0	00000.0	11100	10000	4400	2040000	14-15		1,666.87	

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08/04/14	63674	A		08/04/2014	SHRED-IT USA - LOS ANGELES	CONTRACTED SERVICES	63673	01.0	00000.0	00000	73000	5810	0005030	14-15		1,431.00	1,666.87
08/04/14	63675	A		08/04/2014	FEDEX	COMMUNICATION SUPP/EQUIP	63674	01.0	00000.0	00000	73000	5910	0005030	14-15		3,500.00	1,431.00
08/04/14	63676	C		08/04/2014	ASSETWORKS, INC.	CONTRACTED SERVICES	63675	01.0	00000.0	00000	73000	5810	0005030	14-15		1,350.00	3,500.00
08/01/14	63678	A		08/01/2014	DISCOUNT SCHOOL SUPPLY	FURNITURE, SCHOOL	63676	01.0	00000.0	11100	10000	4400	2020000	14-15		1,323.15	1,350.00
08/04/14	63679	A		08/04/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	63679	01.0	00000.0	11100	10000	4400	2060000	14-15		3,977.95	3,977.95
08/04/14	63680	A		08/05/2014	LAKESHORE LEARNING	CARPETS	63680	01.0	00000.0	11100	10000	4400	2060000	14-15		498.28	498.28
08/04/14	63681	A		08/04/2014	LAKESHORE LEARNING	CARPETS	63681	01.0	00000.0	11100	10000	4400	2050000	14-15		498.28	498.28
08/04/14	63682	A		08/04/2014	KAPLAN EARLY LEARNING	INSTRUCTIONAL SUPPLIES	63682	01.0	00000.0	11100	10000	4400	2020000	14-15		814.96	814.96
08/04/14	63683	A		08/04/2014	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	63683	01.0	00000.0	11100	10000	4400	2020000	14-15		3,422.23	3,422.23

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08/04/14	63684	A	08/04/2014	08/04/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	La Ballona Elementary 63684	01.0	00000.0	11100	10000	4400	2060000	14-15		2,003.26	3,422.23
08/04/14	63685	A	08/04/2014	08/04/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	Linwood Howe Elementary 63685	01.0	00000.0	11100	10000	4400	2020000	14-15		3,713.48	2,003.26
08/04/14	63686	A	08/04/2014	08/04/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	Farragut Elementary 63686	01.0	00000.0	11100	10000	4400	2050000	14-15		4,774.17	4,774.17
08/04/14	63688	A	08/04/2014	08/04/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP	Adult School	11.0	06390.0	41100	81000	4370	0000010	14-15		4,000.00	4,000.00
08/04/14	63689	A	08/04/2014	08/04/2014	PRACTI-CAL, INC.	CONTRACTED SERVICES	Pupil Services	01.0	56400.0	00000	39000	5890	0004020	14-15		20,000.00	20,000.00
08/05/14	63690	A	08/05/2014	08/05/2014	UNITED IMAGING	OFFICE SUPPLIES	Adult School	11.0	06390.0	41100	27000	4350	0000010	14-15		2,000.00	2,000.00
08/05/14	63691	A	08/05/2014	08/05/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Adult School	11.0	06390.0	41100	10000	4310	0000010	14-15		2,000.00	2,000.00
08/05/14	63692	A	08/05/2014	08/05/2014	STAPLES ADVANTAGE	OFFICE SUPPLIES	Adult School	11.0	06390.0	41100	27000	4350	0000010	14-15		2,000.00	2,000.00
08/05/14	63693	A	08/05/2014	08/05/2014	DAVID CISNEROS	CONTRACTED SERVICES	Adult School	11.0	06390.0	41100	10000	5810	0000010	14-15		1,000.00	1,000.00

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Change		PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
		08/05/2014					DAVID CISNEROS		63693									1,000.00	
08/04/14	63694	A	08/04/2014			08/04/2014	REGENCY LIGHTING	LIGHTING SUPP/EQUIP/MAINT/SY	Adult School	11.0	06390.0	41100	81000	4370	0000010	14-15		500.00	
						08/04/2014	REGENCY LIGHTING		63694									500.00	
08/04/14	63695	A	08/04/2014			08/04/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	Adult School	11.0	06390.0	41100	10000	4310	0000010	14-15		1,500.00	
						08/04/2014	OFFICE DEPOT		63695									1,500.00	
08/04/14	63696	A	08/04/2014			08/04/2014	BERNARD FOOD INDUSTRIES, INC.	FOOD PRODUCTS	Undistributed FS	13.0	53100.0	00000	37000	4710	0000000	14-15		712.32	
						08/04/2014	BERNARD FOOD INDUSTRIES, INC.		63696									712.32	
08/05/14	63697	A	08/05/2014			08/05/2014	BERNARD FOOD INDUSTRIES, INC.	FOOD PRODUCTS	Undistributed FS	13.0	53100.0	00000	37000	4710	0000000	14-15		356.16	
						08/05/2014	BERNARD FOOD INDUSTRIES, INC.		63697									356.16	
08/04/14	63698	A	08/04/2014			08/04/2014	CORINNE LOSKOT CONSULTING, INC.	CONTRACTED SERVICES	Undistributed Bus/Genl Adm	25.0	00000.0	00000	85000	5810	0000000	14-15		40,000.00	
						08/04/2014	CORINNE LOSKOT CONSULTING, INC.		63698									40,000.00	
08/04/14	63699	A	08/04/2014			08/04/2014	GHATAODE BANNON ARCHITECTS LLP	ARCHITECTURAL SERVICES	Undistributed Bus/Genl Adm	25.0	00000.0	00000	85000	6210	0000000	14-15		91,883.99	
						08/04/2014	GHATAODE BANNON ARCHITECTS LLP		63699									91,883.99	
08/05/14	63701	A	08/05/2014			08/05/2014	LAKESHORE WLA	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57700	11100	4310	0004040	14-15		2,062.93	
						08/05/2014	LAKESHORE WLA		63701									2,062.93	
08/06/14	63702	A	08/06/2014			08/06/2014	GOLD STAR FOODS	FOOD PRODUCTS	Undistributed GS	13.0	53100.0	00000	37000	4710	0000000	14-15		450,000.00	
						08/06/2014	GOLD STAR FOODS		63702									450,000.00	
08/06/14	63703	A	08/06/2014			08/06/2014	A & R WHOLESALE DIST., INC.	FOOD PRODUCTS	Undistributed FS	13.0	53100.0	00000	37000	4710	0000000	14-15		60,000.00	

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08/06/14	63704	C		08/06/2014	LACOE	MEMBERSHIPS	Human Resources 63704	01.0	00000.0	00000	74000	5310	0003000	14-15		4,987.80	60,000.00
					LACOE											4,987.80	
08/08/14	63706	C		08/08/2014	CUE	CONFERENCE AND TRAVEL	Special Projects 63706	01.0	40350.0	00000	21000	5220	0004030	14-15		160.00	
					CUE											160.00	
08/11/14	63707	A		08/11/2014	CDW-G	COMPUTER SUPP/EQUIP	High School 63707	01.0	00000.0	00000	27000	4410	4010001	14-15		845.70	
					CDW-G											845.70	
08/11/14	63708	A		08/11/2014	BAY/OCEAN/PIONEER LEAGUES	MEMBERSHIPS	Culver City High School 63708	01.0	00000.0	15000	27000	5310	4010000	14-15		1,320.00	
					BAY/OCEAN/PIONEER LEAGUES											1,320.00	
08/11/14	63709	A		08/11/2014	SOUTHERN SECTION CIF	MEMBERSHIPS	Culver City High School 63709	01.0	00000.0	15000	27000	5310	4010000	14-15		1,100.00	
					SOUTHERN SECTION CIF											1,100.00	
08/11/14	63710	A		08/13/2014	SOLUTION TREE, LLC	INSTRUCTIONAL SUPPLIES	Educational Services 63710	01.0	02222.0	00000	21000	4320	0004000	14-15		191.57	
					SOLUTION TREE, LLC											191.57	
08/15/14	63711	A		08/15/2014	BAUDVILLE, INC.	OFFICE SUPPLIES	Human Resources 63711	01.0	00000.0	00000	74000	4350	0003000	14-15		95.59	
					BAUDVILLE, INC.											95.59	
08/08/14	63712	A		08/08/2014	SCHOOL SPECIALTY	FURNITURE, SCHOOL	Linwood Howe Elementary 63712	01.0	00000.0	11100	10000	4400	2020000	14-15		1,919.90	
					SCHOOL SPECIALTY											1,919.90	
08/11/14	63713	C		08/11/2014	A.T.A.C. INC.	SECURITY SUPP/EQUIP/SYSTEM	Security 63713	01.0	00000.0	00000	83000	4410	0001050	14-15		9,184.86	

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08/11/14	63714	C		08/11/2014	A.T.A.C. INC.		SECURITY SUPP/EQUIP/SYSTEM	Security	01.0	00000.0	00000	83000	4410	0001050	14-15		164.25	
08/11/2014					A.T.A.C. INC.			63714									164.25	
08/15/14	63715	A		08/15/2014	CDW-G		COMPUTER SUPP/EQUIP	Technology	01.0	90141.0	11100	10000	4410	0005020	14-15		3,896.83	
08/15/2014					CDW-G			63715									3,896.83	
08/12/14	63716	A		08/12/2014	ASCD		MEMBERSHIPS	Undistributed Genl Adm	01.0	00000.0	00000	27000	5310	0000000	14-15		2,170.00	
08/12/2014					ASCD			63716									2,170.00	
08/12/14	63717	A		08/12/2014	AVC OFFICE AUTOMATION		MAINTENANCE AGREEMENTS	Office of Child Development	12.0	90284.0	85000	10000	5630	0000002	14-15		1,355.64	
08/12/2014					AVC OFFICE AUTOMATION			63717									1,355.64	
08/15/14	63718	A		08/15/2014	LBI - BOYD		INSTRUCTIONAL SUPPLIES	Culver Park High School	01.0	00000.0	32000	10000	4310	5010000	14-15		2,887.30	
08/15/2014					LBI - BOYD			63718									2,887.30	
08/15/14	63719	A		08/15/2014	Q PRESS GRAPHIC DESIGN STUDIO		ADVERTISING	Adult School	11.0	06390.0	41100	27000	5830	0000010	14-15		6,633.16	
08/15/2014					Q PRESS GRAPHIC DESIGN STUDIO			63719									6,633.16	
08/15/14	63720	A		08/15/2014	ACI COMMUNICATIONS,		REPAIRS - OTHER	Adult School	11.0	06390.0	41100	27000	5630	0000010	14-15		2,010.89	
08/15/2014					ACI COMMUNICATIONS,			63720									2,010.89	
08/14/14	63722	A		08/14/2014	CHARLIE'S FIXTURES		INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		5,000.00	
08/14/2014					CHARLIE'S FIXTURES			63722									5,000.00	
08/14/14	63725	A		08/14/2014	SAMY'S CAMERA		INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		20,000.00	
08/14/2014					SAMY'S CAMERA												20,000.00	

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08/14/14	63726	A	08/14/2014	08/14/2014	SMART & FINAL	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		8,000.00	20,000.00
08/14/2014							63726		SMART & FINAL							8,000.00	
08/14/14	63727	A	08/14/2014	08/14/2014	BRADDOCK AUTO SUPPLY	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		20,000.00	20,000.00
08/14/2014							63727		BRADDOCK AUTO SUPPLY							20,000.00	
08/14/14	63728	A	08/14/2014	08/14/2014	SURFAS RESTAURANT	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		3,000.00	3,000.00
08/14/2014							63728		SURFAS RESTAURANT SUPPLY							3,000.00	
08/14/14	63729	A	08/15/2014	08/14/2014	WESTSIDE SURGICAL	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		15,000.00	15,000.00
08/14/2014							63729		WESTSIDE SURGICAL							15,000.00	
08/14/14	63730	A	08/14/2014	08/14/2014	CAPTURE	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		6,000.00	6,000.00
08/14/2014							63730		CAPTURE							6,000.00	
08/15/14	63731	A	08/15/2014	08/15/2014	COMPLETE OFFICE	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	96352.0	71100	10000	4310	4010000	14-15		10,000.00	10,000.00
08/15/2014							63731		COMPLETE OFFICE							10,000.00	
08/15/14	63733	A	08/15/2014	08/15/2014	PEARSON EDUCATION	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	14-15		287.82	287.82
08/15/2014							63733		PEARSON EDUCATION							287.82	
08/14/14	63739	A	08/14/2014	08/14/2014	GALE SUPPLY COMPANY	JANITORIAL SUPP/EQUIP	Culver Park	01.0	00000.0	32000	10000	4370	5010001	14-15		700.00	700.00
08/14/2014							63739		GALE SUPPLY COMPANY							700.00	
08/15/14	63741	A	08/15/2014	08/15/2014	MELROSEMAC, INC.	COMPUTER SUPP/EQUIP	Culver City Middle School	01.0	00000.0	16002	10000	4410	3010000	14-15		1,049.01	1,049.01
08/15/2014																1,049.01	

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08/15/14	63742	A	08/15/2014	CABLEORGANIZER.C OM	OFFICE SUPPLIES	63741	01.0	00000.0	00000	00000	77000	4350	0005020	14-15	1,221.87	1,049.01	
08/15/2014						63742										1,221.87	
08/13/14	63744	C	08/13/2014	SIGN FACTORY	SIGNS	63744	01.0	00000.0	00000	00000	83000	4310	0001050	14-15	262.80	262.80	
08/13/2014						63744										262.80	
08/14/14	63745	A	08/14/2014	APPLE INC.	COMPUTER SUPP/EQUIP	63745	01.0	40350.0	00000	00000	21000	4410	0004030	14-15	1,329.18	1,329.18	
08/14/2014						63745										1,329.18	
08/14/14	63746	A	08/14/2014	LASERCARE	REPAIRS - OTHER	63746	13.0	53100.0	00000	00000	37000	5630	0000000	14-15	420.48	420.48	
08/14/2014						63746										420.48	
08/14/14	63747	A	08/14/2014	OFFICE DEPOT	OFFICE SUPPLIES	63747	01.0	00000.0	32000	00000	10000	4310	5010001	14-15	2,500.00	2,500.00	
08/14/2014						63747										2,500.00	
08/15/14	63748	A	08/15/2014	CDW-G	COMPUTER SUPP/EQUIP	63748	01.0	00000.0	16002	00000	10000	4410	3010000	14-15	5,065.43	5,065.43	
08/15/2014						63748										5,065.43	
08/15/14	63749	A	08/15/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	63749	01.0	00000.0	16002	00000	10000	4410	3010000	14-15	14,824.55	14,824.55	
08/15/2014						63749										14,824.55	
08/14/14	63751	A	08/14/2014	NCTM	INSTRUCTIONAL SUPPLIES	63751	01.0	74050.0	00000	00000	21000	4310	0004000	14-15	345.80	345.80	
08/14/2014						63751										345.80	
08/15/14	63752	A	08/15/2014	THE GALLERY COLLECTION	OFFICE SUPPLIES	63752	01.0	00000.0	00000	00000	74000	4350	0003000	14-15	267.51	267.51	
08/15/2014						63752										267.51	

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08/15/14	63755	A		08/15/2014	CFP STUDIO	OFFICE SUPPLIES	63752	01.0	00000.0	00000	71000	4350	0001000	14-15		82.13	267.51	
								THE GALLERY COLLECTION										
08/15/2014					CFP STUDIO		63755									82.13		
08/15/14	63756	A		08/15/2014	SCHOOL SPECIALTY	OFFICE SUPPLIES	63756	01.0	00000.0	11100	10000	4400	3010001	14-15		307.37	307.37	
								SCHOOL SPECIALTY										
08/15/2014							63756									307.37		
08/15/14	63764	A		08/15/2014	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	63764	01.0	00000.0	11100	10000	4310	2050000	14-15		8,000.00	8,000.00	
								SOUTHWEST SCHOOL SUPPLY										
08/15/2014							63764									8,000.00		
07/15/14	64684	A		07/15/2014	GRETA BINKLEY	CONTRACTED SERVICES	64684	01.0	65000.0	57520	11360	5810	0004040	14-15		89,910.00	89,910.00	
								GRETA BINKLEY										
07/15/2014							64684									89,910.00		
07/15/14	64686	A		07/15/2014	MURIEL IFEKWUNIGWE	CONTRACTED SERVICES	64686	01.0	56400.0	00000	21000	5850	2040000	14-15		55,200.00	55,200.00	
								MURIEL IFEKWUNIGWE										
07/15/2014							64686									55,200.00		
07/15/14	64687	A		07/15/2014	BRIDGETTE MITCHELL	CONTRACTED SERVICES	64687	01.0	56400.0	00000	21000	5850	2040000	14-15		54,000.00	54,000.00	
								BRIDGETTE MITCHELL										
07/15/2014							64687									54,000.00		
07/14/14	64688	A		07/14/2014	MICHAEL TODD McRAE	CONTRACTED SERVICES	64688	01.7	33270.0	50500	22000	5850	0000000	14-15		30,000.00	30,000.00	
								MICHAEL TODD McRAE										
07/14/2014							64688									30,000.00		
07/15/14	64689	A		07/16/2014	KIRSTEN OPSTAD	CONTRACTED SERVICES	64689	01.0	00000.0	00000	73001	5850	0005010	14-15		1,750.00	1,750.00	
								KIRSTEN OPSTAD										
07/15/2014							64689									1,750.00		
07/15/14	64690	A		07/16/2014	JEANNE C. DAVIS	CONTRACTED SERVICES		01.7	33850.0	50500	22000	5850	0000000	14-15		9,600.00	9,600.00	
								JEANNE C. DAVIS										
07/15/2014																9,600.00		

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															Change	Distrib
07/15/14	64690	A		07/16/2014	JEANNE C. DAVIS	CONTRACTED SERVICES 07/15/2014	Undistributed Selpa 64690	01.7	65000.0	50500	22000	5850	0000000	14-15		38,400.00
									JEANNE C. DAVIS							48,000.00
07/30/14	64691	A		07/30/2014	ARNOLD TOVAR	CONTRACTED SERVICES 07/30/2014	Undistributed Selpa 64691	01.7	33270.0	50500	22000	5850	0000000	14-15		48,000.00
									ARNOLD TOVAR							48,000.00
08/06/14	64692	A		08/06/2014	DR. MARCEL SORIANO	CONTRACTED SERVICES 08/06/2014	Undistributed Selpa 64692	01.7	33270.0	50500	22000	5850	0000000	14-15		5,000.00
									DR. MARCEL SORIANO							5,000.00
07/15/14	64693	A		07/15/2014	CHARLES STROLE, LMFT	CONTRACTED SERVICES 07/15/2014	Undistributed Selpa 64693	01.7	33270.0	50500	22000	5850	0000000	14-15		18,000.00
									CHARLES STROLE, LMFT							18,000.00
07/15/14	64694	A		07/15/2014	SANDRA K. MAESHIRO	CONTRACTED SERVICES 07/15/2014	Undistributed Selpa 64694	01.7	33270.0	50500	22000	5850	0000000	14-15		25,000.00
									SANDRA K. MAESHIRO							25,000.00
08/06/14	64696	A		08/06/2014	MARA ZASLOVE	CONTRACTED SERVICES 08/06/2014	Undistributed Selpa 64696	01.7	33270.0	50500	22000	5850	0000000	14-15		10,000.00
									MARA ZASLOVE							10,000.00
07/15/14	64697	A		07/15/2014	JOHN LUCAS	CONTRACTED SERVICES 07/15/2014	Undistributed Selpa 64697	01.7	65000.0	50500	22000	5850	0000000	14-15		10,000.00
									JOHN LUCAS							10,000.00
07/15/14	64701	A		07/15/2014	MELIKA SAMIEVAFA	CONTRACTED SERVICES 07/15/2014	Special Education 64701	01.0	33101.0	57700	31100	5850	0004040	14-15		3,640.00
									MELIKA SAMIEVAFA							3,640.00
07/15/14	64702	A		07/15/2014	IDA SPENCER	CONTRACTED SERVICES 07/15/2014	Special Education 64702	01.0	33101.0	57700	31100	5850	0004040	14-15		3,000.00
									IDA SPENCER							3,000.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

**Board List Purchase Order Report  
CULVER CITY UNIFIED SD**

Report ID: LAPO009C  
District: 64444

Page No. 50  
Run Date: 08/16/2014  
Run Time: 03:19:10AM  
FY: 14-15  
WEEKLY

Purchase Orders/Buyouts To The Board for Ratification From : 7/1/2014 To 8/16/2014  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
07/30/14	64703	A		07/30/2014	ROSA MALDONADO	CONTRACTED SERVICES 07/30/2014	Special Education 64703	01.0	33101.0	57700	31100	5850	0004040	14-15		3,000.00	3,000.00
								ROSA MALDONADO								3,000.00	
08/06/14	64705	A		08/06/2014	LYNNE CHRISTINE AOKI	CONTRACTED SERVICES 08/06/2014	Special Projects 64705	01.0	58200.0	00000	21000	5810	0004030	14-15		3,000.00	3,000.00
								LYNNE CHRISTINE AOKI								3,000.00	
08/06/14	64758	A		08/06/2014	BEACON DAY SCHOOL	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64758	01.0	65000.0	57500	11800	5880	0004040	14-15		28,343.00	28,343.00
								BEACON DAY SCHOOL								28,343.00	
08/06/14	64759	A		08/06/2014	BEHAVIORAL INTERVENTION	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64759	01.0	65000.0	57500	11800	5880	0004040	14-15		265,371.00	265,371.00
								BEHAVIORAL INTERVENTION SPECIALISTS								265,371.00	
08/06/14	64760	A		08/06/2014	CENTER FOR AUTISM & RELATED	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64760	01.0	65000.0	57500	11800	5880	0004040	14-15		66,819.00	66,819.00
								CENTER FOR AUTISM & RELATED DISORDERS								66,819.00	
08/06/14	64761	A		08/06/2014	ECHO HORIZON SCHOOL	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64761	01.0	65000.0	57500	11800	5880	0004040	14-15		31,131.00	31,131.00
								ECHO HORIZON SCHOOL								31,131.00	
08/06/14	64762	A		08/06/2014	FIVE ACRES SCHOOL	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64762	01.0	65000.0	57500	11800	5880	0004040	14-15		110,435.00	110,435.00
								FIVE ACRES SCHOOL								110,435.00	
08/06/14	64763	A		08/06/2014	KIDS IN MOTION PEDIATRIC THERAPY	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64763	01.0	65000.0	57500	11800	5880	0004040	14-15		8,662.00	8,662.00
								KIDS IN MOTION PEDIATRIC THERAPY								8,662.00	
08/06/14	64764	A		08/06/2014	OAK GROVE INSTITUTE SCHOOL	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64764	01.0	65000.0	57500	11800	5880	0004040	14-15		12,589.00	12,589.00
								OAK GROVE INSTITUTE SCHOOL								12,589.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments



**Board List Purchase Order Report  
CULVER CITY UNIFIED SD**

Page No. 51  
Run Date: 08/16/2014  
Run Time: 03:19:10AM  
FY: 14-15  
WEEKLY

Report ID: LAPO009C  
District: 64444  
Purchase Orders/Buyouts To The Board for Ratification From : 7/1/2014 To 8/16/2014  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
08/06/14	64765	A		08/06/2014	PACIFIC CHILD AND FAMILY	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64765	01.0	65000.0	57500	11800	5880	0004040	14-15		59,845.00	59,845.00
08/06/14	64766	A		08/06/2014	RESOURCES IN AUTISM EDUCATION,	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64766	01.0	65000.0	57500	11800	5880	0004040	14-15		243,672.00	243,672.00
08/06/14	64767	A		08/06/2014	STAR OF CALIFORNIA	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64767	01.0	65000.0	57500	11800	5880	0004040	14-15		205,718.00	205,718.00
08/06/14	64768	A		08/06/2014	INSTITUTE FOR THE REDESIGN OF	NONPUBLIC SCHOOLS SERVICE 08/06/2014	Special Education 64768	01.0	65000.0	57500	11800	5880	0004040	14-15		69,058.00	69,058.00

Total by District : 64444      7,795,922.78      7,795,922.78

End of Report LAPO009C

**NONPUBLIC SCHOOLS:**  
**APPROVED YTD: \$1,101,643.00**

**CULVER CITY UNIFIED SCHOOL DISTRICT  
DISTRICT WARRANTS REPORT  
2013 - 2014**

**COMMERCIAL WARRANTS**

<b>JUNE 13, 2014 - AUGUST 14, 2014</b>	<b>\$</b>	<b>5,067,548.00</b>
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**PAYROLL WARRANTS**

<b>JUNE 13, 2014 - AUGUST 14, 2014</b>	<b>\$</b>	<b>5,837,122.76</b>
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<b>TOTAL:</b>	<b>\$</b>	<b><u>10,904,670.76</u></b>
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**BOARD REPORT**

**9.3 Financial Implication for Certificated Services Report No. 2**

Total Fiscal Impact per Funding Source:

Common Core	\$ 16,621.29
Elementary School Stipend	\$ 5,456.96
General Fund	\$ 1,318,664.20
General Fund – Athletics	\$ 26,136.00
General Fund – BTSA	\$ 38,267.38
General Fund – Special Education	\$ 148,133.57
LACOROP	\$ 201,088.79
LCAP	\$ 1,000.00
LCFF	\$ 4,221.28
OCD	\$ 75,589.94
Title I – P.I.	\$ 12,211.56
Title I – Part A	\$ 13,116.12
Title III – Bilingual Education	\$ 439.08

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2**

I. Authorization and Ratification of Employment

A. Counselor – Middle School  
Effective August 7, 2014  
Funding Source: General Fund  
Total Cost: \$77,371.28

1. Slemmons, Sarah

B. Teacher on Special Assignment – District Office, 212 day assignment  
Effective August 11, 2014 through June 30, 2015  
Funding Source: General Fund  
Total Cost: \$69,904.88

1. Zimmerman, Carla Ann First-Year Probationary

C. Teacher on Special Assignment – Adult School/Culver Park, 212 day assignment  
Effective August 19, 2014 through June 30, 2015  
Funding Source: General Fund  
Total Cost: \$69,904.88

1. Morris, Ruth

D. First –Year Probationary Teacher  
Effective August 19, 2014  
Funding Source: General Fund  
Total Cost: \$288,066.08

1.	Diaz, Javier	Social Studies Immersion – CCMS	\$46,525.93
2.	Hernandez, Philip	Spanish (60% Assignment) – CCHS	\$29,514.65
3.	Hudson, Deborah	Math – CCHS	\$49,191.20
4.	Jones, Maggie	English - CCMS	\$44,592.99
5.	Linder, Rebecca	Elementary – El Marino	\$47,295.92
6.	Rauschuber, Shelly	Elementary – La Ballona	\$71,245.39

E. First –Year Probationary Teacher  
Effective August 19, 2014  
Funding Source: General Fund – Special Education  
Total Cost: \$100,837.65

1.	Hill, Nia-Aries	Specialized Academic Instructor – Adult School	\$51,646.45
2.	O'Brien, Kathryn	Specialized Academic Instructor – El Rincon	\$49,191.20

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 2**

**I. Authorization and Ratification of Employment – Continued**

**F. First-Year Probationary Intern Teacher**

Effective August 19, 2014

Funding Source: General Fund-Special Education

Total Cost: \$47,295.92

1.	Buckalew, Terra	Specialized Academic Instructor – Linwood	\$47,295.92
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**G. First-Year Probationary Teachers – Office of Child Development**

Effective August 18, 2014

Funding Source: OCD

Total Cost: \$75,589.94

1.	Martin, Maria	Part-Time (50% Assignment)- Linwood	\$16,502.97
2.	Noel, Eriko	Part-Time (41.25 Assignment)- El Marino	\$16,573.40
3.	Rios, Elizabeth	Full-Time - Center for Early Education	\$42,513.57

**H. Second-Year Probationary Teachers**

Effective August 19, 2014

Funding Source: General Fund

Total Cost: \$55,975.45

1.	Ogren, Jennifer	English – CCMS	\$55,975.45
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**I. Second-Year Probationary Teachers**

Effective August 20, 2014

Funding Source: General Fund

Total Cost: \$559,453.84

1.	Amoroso, April	Elementary – Linwood	\$52,443.33
2.	Burns, Allison	Elementary – El Marino	\$48,965.92
2.	Guzman, Teresa	Elementary – El Marino	\$66,722.56
3.	Flowers, Traci	Elementary – La Ballona	\$64,741.13
4.	Masterson, Katie	Elementary – El Rincon	\$55,340.10
5.	Mergian, Sarah	Elementary – El Rincon	\$51,700.30
6.	Noonan, Teresa	Elementary – Farragut	\$53,767.88
7.	O’Neal, Shonda	Elementary – Farragut	\$57,558.44
8.	Pryharski, Christina	Elementary – Linwood	\$45,928.30
9.	Tseng, Anne	Elementary – El Rincon	\$62,285.88

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 3**

**I. Authorization and Ratification of Employment – Continued**

**J. Temporary Teachers**

Effective Date August 19, 2014 through February 27, 2015  
Funding Source: General Fund  
Total Cost: \$28,377.37

1.	Thomasson, Leah	English – CCMS	\$28,377.37
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**K. Temporary Teachers**

Effective Date August 19, 2014 through June 12, 2015  
Funding Source: General Fund  
Total Cost: \$815,568.15

1.	Bark, Margaret	Elementary – Farragut	\$62,285.88
2.	Barten, Anne	English – CCHS	\$65,731.84
3.	Cobin, Jessica	Elementary - Linwood	\$49,191.20
4.	Dallas, Leslie	Elementary – El Rincon	\$77,200.46
5.	Dwivedi, Tushar	Math – CCHS	\$44,592.99
6.	Feeney, Emmanuel	Elementary – Linwood	\$50,677.27
7.	Flores, Kimberly	Elementary – La Ballona	\$47,295.92
8.	Fu, Katherine	Math – CCHS	\$47,295.92
9.	Goffredo, Ashley	Math – CCMS	\$47,295.92
10.	Gross, Amy	Elementary – Linwood	\$48,965.06
11.	Larue, Nika	Elementary – Farragut	\$45,486.78
12.	Park, Chloe	Math – CCHS	\$49,191.20
13.	Sato, Akiko	Japanese (40% Assignment)-CCHS	\$20,658.61
14.	Shiple, Molly	Elementary – La Ballona	\$53,767.88
15.	Taing, Elizabeth	Elementary – Farragut	\$51,646.45
16.	Thompson, Stacy	Elementary – Farragut	\$54,284.77

**L. Temporary Teacher**

Effective August 20, 2014 through June 12, 2015  
Funding Source: General Fund  
Total Cost: \$22,296.50

1.	Jeoung, Susan	Elementary (50% Assignment)-Farragut	\$22,296.50
2.	Takenaka, Keiko	Elementary – El Marino	\$53,207.91

**M. Teacher on Special Assignment – District Office, BTSA & Middle School**

Effective August 20, 2014 through June 12, 2015 at current rate of pay  
Funding Source: 60% General Fund & 40% BTSA  
Total Cost: \$86,200.51

1.	Wilcox, Kelley		
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**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 4**

**I. Authorization and Ratification of Employment – Continued**

- N. Substitute Teacher – District Office  
Effective August 25, 2014 at \$130.69 per day, on-call when needed; \$167.28 on 21<sup>st</sup> day  
Funding Source: General Fund
  - 1. Brandt, Michael
  
- O. Regional Occupational Program Instructor – High School, Fall 2014 Session  
Effective August 20, 2014 through January 16, 2015 at \$36.73 per hour, not to exceed 600 hours  
Funding Source: LACOROP-CTE  
Total Cost: \$22,038.00
  - 1. McMillan, DuBois
  
- P. Regional Occupational Program Instructor – High School, Fall 2014 Session  
Effective August 20, 2014 through January 16, 2015 at \$39.80 per hour, not to exceed 648 hours  
Funding Source: LACOROP-CTE  
Total Cost: \$25,790.40
  - 1. Kurnarsky, Larry
  
- Q. Regional Occupational Program Instructor – High School, Fall 2014 Session  
Effective August 20, 2014 through January 16, 2015 at \$39.80 per hour, not to exceed 640 hours  
Funding Source: LACOROP-CTE  
Total Cost: \$25,472.00
  - 1. White, Marcos
  
- R. Regional Occupational Program Counselor – High School  
Effective August 20, 2014 through June 25, 2015  
Funding Source: LACOROP-CTE  
Total Cost: \$90,495.79
  - 1. Madrid, Adrienne
  
- S. Regional Occupational Program Instructor – High School, Summer  
Effective July 10, 2014 through July 25, 2014 at \$39.80 per hour, not to exceed 37 hours  
Funding Source: LACOROP-CTE  
Total Cost: \$1,472.60
  - 1. Sunwaye, Lisa

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 5**

**I. Authorization and Ratification of Employment – Continued**

T. Regional Occupational Program Instructor – High School, Fall 2014 Session  
Effective August 20, 2014 through January 16, 2015 at \$39.80 per hour, not to exceed  
450 hours  
Funding Source: LACOROP-CTE  
Total Cost: \$17,910.00

1. White, Marcos

U. Regional Occupational Program Instructor – High School, Fall 2014 Session  
Effective August 20, 2014 through January 16, 2015 at \$39.80 per hour, not to exceed  
450 hours  
Funding Source: LACOROP-CTE  
Total Cost: \$17,910.00

1. Sunwaye, Lisa

V. Additional 20% Assignment – Middle School, Extra period  
Effective August 20, 2014 through January 16, 2015 at 20% of current rate of pay  
Funding Source: General Fund  
Total Cost: \$13,100.00

1.	Balogun, Tayo	Math	\$85.54 per day
2.	Velasco, Margarita	Science	\$60.15 per day

W. Additional 20% Assignment – High School, Union Business Release  
Effective August 25, 2014 through June 12, 2015 at additional 20% of current rate of pay  
Funding Source: General Fund  
Total Cost: \$16,959.70

1. Mielke, David \$93.70 per day

X. Additional 20% Assignment – High School, Extra Period  
Effective August 25, 2014 through January 16, 2015 at additional 20% of current rate of pay  
Funding Source: General Fund  
Total Cost: \$8,433.00

1. Varlotta, Kathryn Modern Language \$93.70 per day



**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 6**

**I. Authorization and Ratification of Employment – Continued**

Y. Extra Assignment – District Office, CELDT Training and Testing  
Effective June 11, 2014 through August 19, 2014 at \$36.59 per hour, hours per teacher will vary depending on the need  
Funding Source: General Fund

	<u>El Marino</u>		<u>Middle School</u>		<u>OCD</u>
1.	Burns, Allison	1.	Asher, Tanya	1.	Langston, Marie
2.	Diamond, Kimberly	2.	Bosler, Michael		
3.	Horiba, Alice	3.	Cotton, Phyllis		<u>Farragut</u>
		4.	Green-Bratton, Cathi	1.	Morgan, Nancy
		5.	Groya, Julie		
	<u>La Ballona</u>		<u>Linwood</u>		<u>High School</u>
1.	Arancibia, Debra			1.	Minguet, William
2.	Harris, Traci	1.	Meyer, Nicola (Sub)	2.	Pollman, Steven
3.	Mendoza, Mark	2.	Redmon, Kimberly		
4.	Orozco, Joanna	3.	Glassman, Liat		<u>El Rincon</u>
5.	Salazar, Daisy			1.	Kendrick, Marshanne
6.	Warner, Amy (Sub)		<u>Adult School</u>	2.	Strom, Sukainatou
		1.	Dickens, Margery		

Z. Extra Assignment – All Sites, Literacy Training  
Effective August 5, 2014 through August 6, 2014 at \$37.69 per hour, not to exceed 12 hours per teacher  
Funding Source: Title I-P.I.  
Total Cost: \$12,211.56

	<u>El Marino</u>		<u>La Ballona</u>		<u>Farragut</u>
1.	Burns, Allison	1.	Flores, Maria	1.	Conner, Jessica
2.	Covarrubias, Johanna	2.	Flowers, Traci	2.	Dowdall, Keely
3.	Linder, Rebeccah	3.	Gonzalez, Elisabeth	3.	Fredal, Ann
4.	Paul, Cristina	4.	Perez, Emma	4.	O’Neal, Shonda
5.	Servin, Jennifer	5.	Salazar, Daisy	5.	Sibert, Christine
		6.	Shiple, Molly	6.	Thompson, Stacy
		7.	Wilson, Nicole	7.	Vy, Chanda
	<u>El Rincon</u>		<u>Linwood</u>		<u>High School</u>
1.	Carlan, Marlene	1.	Gross, Amy	1.	Gatz, Lauren
2.	Kendrick, Marshanne	2.	Hodge, Amy		
3.	Strom, Sukainatou	3.	Lui, Jamie		<u>Farragut/Linwood</u>
				1.	Spinelli, Marion

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 7**

**I. Authorization and Ratification of Employment – Continued**

AA. Extra Assignment – Elementary, Cotsen Phase II Mathematics  
Effective August 18, 2014 through August 19, 2014 at \$37.69 per hour, not to exceed  
12 hours per teacher  
Funding Source: Title 1 – Part A  
Total Cost: \$13,116.12

<u>La Ballona</u>		<u>Linwood</u>	
1.	Coleman, Margaret	1.	Amoroso, April
2.	Dimitroff, Ann	2.	Beebe, Stephanie
3.	Flores, Kimberly	3.	Chabola, Kevin
4.	Flores, Maria	4.	Corbin, Jessica
5.	Flowers, Traci	5.	Cowen, Kate
6.	Gonzalez, Elisabeth	6.	Frazier, Darla
7.	Jensen, Sara	7.	Gross, Amy
8.	King, Monika	8.	Lui, Jamie
9.	Magana, Susy	9.	McVay, Katie
10.	Perez, Emma	10.	Mont, Ali
11.	Rauschuber, Shelly	11.	Morales, David
12.	Salazar, Daisy	12.	Pryharski, Christina
13.	Shiple, Molly	13.	Redmon, Kimberly
14.	Uyeda, Debby	14.	Sweeney, Mary Ann
15.	Wilson, Nicole		

BB. Extra Assignment – Elementary, Common Core Curriculum  
Effective August 11, 2014 at \$37.69 per hour, not to exceed 3 hours per teacher  
Funding Source: Common Core  
Total Cost: \$339.21

1.	Guzman, Teresa	El Marino
2.	Lynn, Sarah	El Rincon
3.	Wilson, Nicole	La Ballona

CC. Extra Assignment – Elementary, New Teacher Orientation  
Effective August 15, 2014 at \$37.69 per hour, not to exceed 6 hours per teacher  
Funding Source: BTSA  
Total Cost: \$1,809.12

1.	Cobin, Jessica	La Ballona	5.	Lui, Jamie	Linwood
2.	Flores, Kimberly	La Ballona	6.	Perez, Emma	La Ballona
3.	Gonzalez, Elisabeth	La Ballona	7.	Shiple, Molly	La Ballona
4.	Gross, Amy	Linwood	8.	Wilson, Nicole	La Ballona

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 8**

**I. Authorization and Ratification of Employment – Continued**

DD. Extra Assignment – All Sites, Writing Workshop Additional Teachers  
Effective August 12, 2014 through August 14, 2014 at \$37.69 per hour, not to exceed  
18 hours per teacher  
Funding Source: Common Core  
Total Cost: \$16,282.08

	<u>El Marino</u>		<u>Linwood</u>		<u>Farragut</u>
1.	Bell, Monica	1.	Augenstein, Ashley	1.	Dowdall, Keely
2.	Burns, Allison	2.	De Rojas, Laura	2.	Noonan, Teresa
3.	Haro, Anna	3.	Gross, Amy	3.	Thompson, Stacy
4.	Linder, Rebeccah	4.	Lui, Jamie		
5.	Servin, Jennifer	5.	Schnauss, Elizabeth		<u>Middle School</u>
		6.	Sweeney, Maryann	1.	Jones, Maggie
	<u>El Rincon</u>		<u>La Ballona</u>		
1.	Carlan, Marlene	1.	Arancibia, Debra		
2.	Valdovinos, Patricia	2.	Gonzalez, Elisabeth		
		3.	Flores, Kimberly		
		4.	Perez, Emma		
		5.	Proctor, Ira		
		6.	Shiple, Molly		
		7.	Wilson, Nicole		

EE. Extra Assignment – Linwood, Choir Director  
Effective August 26, 2014 through June 12, 2015 at \$1,000.00 stipend  
Funding Source: Elementary Stipend  
Total Cost: \$1,000.00

1. Frazier, Darla

FF. Extra Assignment – El Rincon, Choir Director  
Effective August 20, 2014 through June 12, 2015 at \$1,291.00 stipend  
Funding Source: Elementary Stipend  
Total Cost: \$1,291.00

1. Knight, Benjamin

GG. Extra Assignment – El Rincon, Student Council Coordinator  
Effective August 20, 2014 through June 12, 2015 at 1,152.00 stipend  
Funding Source: General Fund  
Total Cost: \$1,152.00

1. Fitts, Julie

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 9**

**I. Authorization and Ratification of Employment – Continued**

HH. Extra Assignment – El Rincon, Science/Technology Coordinating Team  
Effective August 20, 2014 through September 13, 2014 at \$37.69 per hour, not to exceed  
3 hours per teacher  
Funding Source: Elementary Stipend  
Total Cost: \$678.42

- |                     |                      |
|---------------------|----------------------|
| 1. Carpenter, Linda | 4. Risher, Jason     |
| 2. Glusac, Jan      | 5. Strom, Sukainatou |
| 3. Lowell, Janice   | 6. Tseng, Anne       |

II. Extra Assignment – El Rincon, Grade Level Chairs & Leadership Team  
Effective August 20, 2014 through June 12, 2015 at \$37.69 per hour, not to exceed 11 hours  
Funding Source: Elementary Stipend  
Total Cost: \$2,487.54

- |                     |                     |
|---------------------|---------------------|
| 1. Ames, Janet      | 4. Masterson, Katie |
| 2. Di Franco, Diane | 5. Rezac, Tiana     |
| 3. Love, Marshanne  | 6. Sharp, Carrie    |

JJ. Extra Assignment – Middle School, MLD Professional Learning Seminar  
Effective August 18, 2014 through August 19, 2014 at \$37.69 per hour, not to exceed 14 hours  
per teacher  
Funding Source: LCFF  
Total Cost: \$4,221.28

- |                     |                        |
|---------------------|------------------------|
| 1. Azad, Mark       | 5. Borcharding, Lauren |
| 2. Balogun, Tayo    | 6. Fairfield, Kristin  |
| 3. Berberich, Carol | 7. McCorkle, Kyle      |
| 4. Bergonzi, Donna  |                        |

KK. Extra Assignment – Culver Park, ELD Workshops and Coaching  
Effective March 1, 2014 through March 30, 2014 at \$36.59 per hour, not to exceed 3 hours  
per teacher  
Funding Source: Title III – Bilingual Education  
Total Cost: \$439.08

- |                       |                    |
|-----------------------|--------------------|
| 1. Bentsvi, Stephanie | 3. Johnson, Leslie |
| 2. Lanier, Karen      | 4. Matilda, Anitha |

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 10**

I. Authorization and Ratification of Employment – Continued

LL. Extra Assignment – High School, Special Assignments,  
Effective August 20, 2014 through June 12, 2015 at stated stipend  
Funding Source: General Fund  
Total Cost: \$13,989.00

1.	Carter, Daniel	Speech & Debate Advisor	\$2,616.00
2.	Davis, Alex	Robotics Advisor	\$1,422.00
3.	Fien, Pennie	Yearbook Coordinator	\$2,867.00
4.	Owens, Andrew	Mock Trial Coordinator	\$2,476.00
5.	Schulte, Penny	Academic Decathlon/Science Olympic	\$1,422.00
6.	Valverde, Carlos	Assoc. Student Body Advisor	\$3,094.00

MM. Extra Assignment – High School, LMU Professional Development  
Effective August 18, 2014 at \$37.69 per hour, not to exceed 7 hours per teacher  
Funding Source: General Fund  
Total Cost: \$4,221.28

1.	Acker-Ramirez, Cyndia	9.	Lee, Helen
2.	Davis, Alex	10.	Malla, Aravind
3.	Dien, Jerod	11.	Marsh, Micheal
4.	Doan, Andrew	12.	Park, Chloe
5.	Donahue, Doreen	13.	Scherling, Katherine
6.	Fu, Katherine	14.	Tano, Keao
7.	Hudson, Deborah	15.	Wong, Justin
8.	Laetz, Diane	16.	Yen, Joan

NN. Extra Assignment – Coaches, High School  
Effective August 18, 2014 through May 15, 2015 at stated stipend  
Funding Source: General Fund - Athletics  
Total Cost: \$26,136.00

1.	Salter, Thomas	Athletic Director	\$ 4,000.00
2.	White, Marcos	Athletic Trainer	\$12,000.00

OO. Extra Assignment – Coaches, High School  
Effective August 18, 2014 through November 7, 2014 at stated stipend  
Funding Source: General Fund - Athletics  
Total Cost: \$10,136.00

1.	Levy, Michael	Football Assistant Coach	\$2,100.00
2.	Rothenberg, Phil	Tennis Head Coach	\$4,000.00
3.	Wright, Jahmal	Football Head Coach	\$4,036.00

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 11**

**I. Authorization and Ratification of Employment – Continued**

PP. Extra Assignment – High School, ELD/SADAI Department Chair  
Effective August 25, 2014 through June 12, 2015 at \$1,000.00 stipend  
Funding Source: LCAP  
Total Cost: \$1,000.00

1. Minguet, William

QQ. Extra Assignment – High School, Leadership Planning Meeting  
Effective August 13, 2014 at \$37.69 per hour, not to exceed 3 hours per teacher  
Funding Source: General Fund  
Total Cost: \$1,017.63

- |                       |                      |
|-----------------------|----------------------|
| 1. De Armond, Melanie | 6. Tano, Keao        |
| 2. Minguet, William   | 7. Tarvyd, Katherine |
| 3. Roth, John         | 8. Valverde, Carlos  |
| 4. Salter, Thomas     | 9. White, Marcos     |
| 5. Schulte, Penny     |                      |

RR. Extra Assignment – High School, Common Core Assessments Meeting  
Effective August 14, 2014 at \$37.69 per hour, not to exceed 6 hours per teacher  
Funding Source: General Fund  
Total Cost: \$1,356.84

- |                     |                     |
|---------------------|---------------------|
| 1. Barten, Anne     | 4. Novick, Jill     |
| 2. Cordell, Felicia | 5. Schulte, Penny   |
| 3. Doyle, Hanks     | 6. Pappert, Kaitlin |

SS. Extra Assignment – District Office, Induction Professional Development  
Effective August 27, 2014 through June 12, 2015 at \$37.69 per hour, not to exceed 30 hours  
Funding Source: BTSA  
Total Cost: \$1,130.70

1. Wilcox, Kelley

TT. Extra Assignment – District Office, New Teacher Orientation Preparation  
Effective August 18, 2014 though August 19, 2014 at current hourly rate based on per diem,  
not to exceed one and one half days  
Funding Source: BTSA  
Total Cost: \$702.72

1. Wilcox, Kelley \$78.08 per hour

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 12**

**I. Authorization and Ratification of Employment – Continued**

UU. Extra Assignment – District Office, Professional Development  
Effective April 15, 2014 at his hourly rate based on his per diem, not to exceed 2.5 hours  
Funding Source: BTSA  
Total Cost: \$144.64

1. Miramontes, Martin

VV. Extra Assignment – La Ballona, Intervention Support  
Effective August 20, 2014 through June 12, 2015 at \$167.28 per day  
Funding Source: General Fund  
Total Cost:\$30,779.52

1. Warner, Amy

WW. Extra Assignment – Middle School, Chat for Change with Administrators  
Effective August 11, 2014 at \$37.69 per hour, not to exceed 4 hours per teacher  
Funding Source: General Fund  
Total Cost: \$3,769.00

- |                          |                           |                        |
|--------------------------|---------------------------|------------------------|
| 1. Adamucci, Anthony     | 11. Groya, Julie          | 21. Wilcox, Kelley     |
| 2. Azad, Mark            | 12. Guthrie, Donald       | 22. Witt, Paul         |
| 3. Balogun, Tayo         | 13. Hernandez, Cristina   | 23. Yarbrough, Phyllis |
| 4. Bergonzi, Donna       | 14. Koplinka, Danielle    | 24. Young, Erica       |
| 5. Bilbao, Phillip       | 15. Levy, Michael         | 25. Zarrinpar, Andrea  |
| 6. Capillo, Brianna      | 16. Martinez, Maria Luisa |                        |
| 7. Corwin, Debra         | 17. McCorkle, Kyle        |                        |
| 8. Daggett, Carlene      | 18. McVay, Leslie         |                        |
| 9. Garcia, Richard       | 19. Takahashi, Ai         |                        |
| 10. Green-Bratton, Cathi | 20. Vandever, Emily       |                        |

**II. Rescission of Assignment**

1. First – Year Probationary Teacher, Farragut  
Effective August 19, 2014  
Funding Source: General  
Total Cost: \$58,903.47

Zimmerman, Carla Ann      Elementary Teacher

**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 13**

III. Leaves

1. Collett, Robert  
Math Teacher – CCHS  
Extended Personal Leave of Absence Without Pay  
Effective August 20, 2014 through June 12, 2015
2. Halleran, Loren  
Elementary Teacher – Farragut  
Part-Time Personal Leave of Absence Without Pay  
Effective August 20, 2014 through June 12, 2015  
From: 100% Assignment  
To: 50% Assignment  
Requested Shared Assignment with Keely Dowdall
3. King, Monika  
Elementary – La Ballona  
Part-Time Personal Leave of Absence Without Pay  
Effective August 20, 2014 through June 12, 2015  
From: 100% Assignment  
To: 60% Assignment  
Requested Shared Assignment with Donna Bernal
4. Nolan, Kelly  
English Teacher – CCHS  
Extended Personal Leave of Absence Without Pay  
Effective August 20, 2014 through June 12, 2015
5. Sibert, Christine  
Elementary Teacher – Farragut  
Part-Time Personal Leave of Absence Without Pay  
Effective August 20, 2014 through June 12, 2015  
From: 100% Assignment  
To: 50% Assignment  
Requested Shared Assignment with Susan Jeong

IV. Leaves – Revision

1. Yamakawa, Masakazu  
ELD Specialist – TOSA  
Personal Leave of Absence Without Pay  
Effective August 21, 2014 through June 30, 2015

V. Increase in Assignment

1. Martinez, Maria Luisa  
Spanish Immersion Teacher - CCMS  
From: 60% Assignment  
To: 80% Assignment  
Effective August 20, 2014
2. Ross, Kayoko  
Japanese Teacher – CCHS  
From: 40% Assignment  
To: 100% Assignment  
Effective August 20, 2014 through June 12, 2015



**BOARD REPORT**

**9.3 Certificated Personnel Services Report No. 2 – Page 14**

**VI. Resignations**

- |    |                                                   |                                                            |
|----|---------------------------------------------------|------------------------------------------------------------|
| 1. | Bullock, Tim<br>Substitute Psychologist           | Effective June 19, 2014<br>Reason: Other Job               |
| 2. | Brandt, Michael<br>ROP Teacher – Automotive       | Effective July 29, 2014<br>Reason: Personal                |
| 3. | Ebora, Lynn<br>TOSA – District Office             | Effective August 4, 2014<br>Reason: Other Job              |
| 4. | Kateyama, Gary<br>Adult School Teacher            | Effective June 19, 2014<br>Reason: Education               |
| 5. | Lajevardi, Sohayla<br>Math Teacher – CCHS         | Effective August 1, 2014<br>Reason: Commute/Transportation |
| 6. | Shakeri, Kathryn<br>Social Studies Teacher – CCHS | Effective July 23, 2014<br>Reason: Relocation              |
| 7. | Teetzel, Todd<br>Computers Teacher – CCMS         | Effective July 14, 2014<br>Reason: Moving                  |

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 2

Moved by:

Seconded by:

Vote:

**BOARD REPORT**

**9.4 Financial Impact for Classified Personnel Services Report No. 2**

Total Funding Fiscal Impact:

Adult School Total:	\$9,120.43 \$14.92 per hour, as needed
CCHS Booster Club Total:	\$4,100.00
Food Services Total:	\$77,035.34
General Fund Total:	\$241,352.69 \$17.72 per hour, as needed \$14.92 per hour, as needed \$9.98 per hour, as needed
Linwood Howe Booster Club Total:	\$11,544.39

BOARD REPORT

9.4 Classified Personnel Services Report No. 2

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Perez, Elizabeth  
Senior Office Assistant  
Adult School – Extra Assignment –  
Kids Summer Program  
Not to exceed 96 hours  
Funding Source: Adult School – Kids Summer  
Effective July 24, 2014 through August 8, 2014  
Range 19 – \$20.54 per hour  
Total Cost: \$1,971.84
2. Scott, Kelly  
Budget Secretary  
Adult School – Extra Assignment –  
Kids Summer Program  
Not to exceed 96 hours  
Funding Source: Adult School – Kids Summer  
Effective July 24, 2014 through August 8, 2014  
Range 24 – \$23.18 per hour  
Total Cost: \$2,225.28
3. Bruckner, Jane  
Substitute Clerk  
Secondary IMC – Extra Assignment –  
CCMS/CCHS Registration  
Not to exceed 48 hours  
Funding Source: General Fund – Library  
Effective August 8, 2014 through  
August 19, 2014  
Range 20 – \$21.10 per hour  
Total Cost: \$1,012.80

B. Food Services

1. Broadnax, Doreatha  
Food Service Assistant  
Food Services – La Ballona  
2 hours per day, school year  
Funding Source: Food Services  
Effective August 21, 2014  
Range 6 – \$12.34 per hour  
Total Cost: \$4,467.08

BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

2. McCoy, Tina  
Food Service Assistant  
Food Services – 3.5 hours per day, school year  
Funding Source: Food Services  
Effective August 20, 2014  
Range 6 – \$12.34 per hour  
Total Cost: \$7,817.39
  
3. Zepeda, Mayra  
Food Service Assistant  
Food Services – El Rincon  
2 hours per day, school year  
Funding Source: Food Services  
Effective August 21, 2014  
Range 6 – \$12.34 per hour  
Total Cost: \$4,467.08
  
4. Romo, Javier  
Food Services Warehouse Operator/  
Delivery Driver  
Food Services – Extra Assignment  
8 hours per day, 5 days total  
Funding Source: Food Services  
Effective August 18, 2014 through  
August 22, 2014  
Range 21 – \$21.49 per hour  
Total Cost: \$859.60
  
5. Cook  
Food Services – Extra Assignment – In Service  
Not to exceed 5 hours  
Funding Source: Food Services  
Effective August 21, 2014  
Total Cost: \$181.80
  - a. Fernandez, Karen      Range 14      \$18.18 per hour
  - b. Smith, Sonya          Range 14      \$18.18 per hour

**BOARD REPORT**

**9.4 Classified Personnel Services Report No. 2 – Page 3**

**I. Authorization, Approval & Ratification of Employment – continued**

**B. Food Services – continued**

6. Senior Food Service Assistant  
 Food Services – Extra Assignment – In Service  
 Not to exceed 5 hours  
 Funding Source: Food Services  
 Effective August 21, 2014  
 Total Cost: \$1,063.40

a.	Avalos, Imelda	Range 10	\$16.36 per hour
b.	Cano, Celia	Range 10	\$16.36 per hour
c.	Gallardo, Maria	Range 10	\$16.36 per hour
d.	Gonzalez, Maria Elena	Range 10	\$16.36 per hour
e.	Langarica, Susan	Range 10	\$16.36 per hour
f.	Livas, Silvia	Range 10	\$16.36 per hour
g.	Lopez, Belenda	Range 10	\$16.36 per hour
h.	Martinez, Rita	Range 10	\$16.36 per hour
i.	Pineda, Delmy	Range 10	\$16.36 per hour
j.	Reyna, Bessy	Range 10	\$16.36 per hour
k.	Santana de Campos, Domitila	Range 10	\$16.36 per hour
l.	Valencia, Lidia	Range 10	\$16.36 per hour
m.	Valle, Mirtha	Range 10	\$16.36 per hour

7. Food Service Assistants  
 Food Services – Extra Assignment – Meeting & Preparation  
 Not to exceed 4 hours  
 Funding Source: Food Services  
 Effective August 22, 2014  
 Total Cost: \$648.64

a.	Avalos, Imelda	Range 10	\$16.36 per hour
b.	Cano, Celia	Range 10	\$16.36 per hour
c.	Gallardo, Francisca	Range 6	\$14.92 per hour
d.	Langarica, Susan	Range 10	\$16.36 per hour
e.	Livas, Silvia	Range 10	\$16.36 per hour
f.	Lopez, Belenda	Range 10	\$16.36 per hour
g.	Martinez, Rita	Range 10	\$16.36 per hour
h.	Reyna, Bessy	Range 10	\$16.36 per hour
i.	Santana de Campos, Domitila	Range 10	\$16.36 per hour
j.	Valencia, Lidia	Range 10	\$16.36 per hour

**BOARD REPORT**

**9.4 Classified Personnel Services Report No. 2 – Page 4**

**I. Authorization, Approval & Ratification of Employment – continued**

**B. Food Services – continued**

8. Food Service Assistant  
 Food Services – Extra Assignment – In Service  
 Not to exceed 5 hours  
 Funding Source: Food Services  
 Effective August 21, 2014  
 Total Cost: \$2,187.35

a.	Ayodele, Debra	Range 6	\$14.92 per hour
b.	Ballard, Valerie	Range 6	\$14.92 per hour
c.	Brambila, Lilia	Range 6	\$13.48 per hour
d.	Broadnax, Doreatha	Range 6	\$12.34 per hour
e.	Cardenas, Mirna	Range 6	\$13.48 per hour
f.	Casillas, Irene	Range 6	\$13.48 per hour
g.	Cervantes, Esperanza	Range 6	\$13.48 per hour
h.	Delgado, Lourdes	Range 6	\$13.48 per hour
i.	Estevez, Juana	Range 6	\$14.30 per hour
j.	Flores, Jennie	Sub Schedule	\$12.34 per hour
k.	Foni, Loni	Range 21	\$19.55 per hour
l.	Frias, Maria	Range 6	\$14.92 per hour
m.	Gallardo, Francisca	Range 6	\$14.92 per hour
n.	Garcia, Cindy	Range 6	\$14.92 per hour
o.	Harp, Eboni	Range 6	\$12.91 per hour
p.	Herrera, Connie	Range 6	\$14.92 per hour
q.	Ishiguro, Takako	Range 6	\$14.92 per hour
r.	Johnson-Roque, Shamara	Range 6	\$13.48 per hour
s.	Jones, Gloria	Range 6	\$14.92 per hour
t.	Ku, Magaly	Range 6	\$12.91 per hour
u.	McCoy, Tina	Range 6	\$12.34 per hour
v.	Miles, Joyce	Range 6	\$12.91 per hour
w.	Montes, Yanira	Range 6	\$13.48 per hour
x.	Patrikian, Rhonda	Range 6	\$14.30 per hour
y.	Redfern, Jill	Range 6	\$14.92 per hour
z.	Rodriguez, Emeli	Range 6	\$14.92 per hour
aa.	Sandoval, Lorena	Range 6	\$14.92 per hour
bb.	Sheikh, Arefa	Range 6	\$12.91 per hour
cc.	Vejar, Rosalba	Range 6	\$14.92 per hour
dd.	Wheeler, Stacy	Range 6	\$14.92 per hour
ee.	Zepeda, Mayra	Range 6	\$12.34 per hour

**BOARD REPORT**

**9.4 Classified Personnel Services Report No. 2 – Page 5**

**I. Authorization, Approval & Ratification of Employment – continued**

**B. Food Services – continued**

9. Food Service Assistants  
 Food Services – Extra Assignment  
 Not to exceed 100 hours  
 Funding Source: Food Services  
 Effective August 25, 2014 through June 12, 2015  
 Total Cost: \$42,255.00

a.	Ayodele, Debra	Range 6	\$14.92 per hour
b.	Ballard, Valerie	Range 6	\$14.92 per hour
c.	Brambila, Lilia	Range 6	\$13.48 per hour
d.	Broadnax, Doreatha	Range 6	\$12.34 per hour
e.	Cardenas, Mirna	Range 6	\$13.48 per hour
f.	Casillas, Irene	Range 6	\$13.48 per hour
g.	Cervantes, Esperanza	Range 6	\$13.48 per hour
h.	Delgado, Lourdes	Range 6	\$13.48 per hour
i.	Estevez, Juana	Range 6	\$14.30 per hour
j.	Flores, Jennie	Sub Schedule	\$12.34 per hour
k.	Foni, Loni	Range 21	\$19.55 per hour
l.	Frias, Maria	Range 6	\$14.92 per hour
m.	Garcia, Cindy	Range 6	\$14.92 per hour
n.	Harp, Eboni	Range 6	\$12.91 per hour
o.	Herrera, Connie	Range 6	\$14.92 per hour
p.	Ishiguro, Takako	Range 6	\$14.91 per hour
q.	Johnson-Roque, Shamara	Range 6	\$13.48 per hour
r.	Jones, Gloria	Range 6	\$14.92 per hour
s.	Ku, Magaly	Range 6	\$12.91 per hour
t.	McCoy, Tina	Range 6	\$12.34 per hour
u.	Miles, Joyce	Range 6	\$12.91 per hour
v.	Montes, Yanira	Range 6	\$13.48 per hour
w.	Patrikian, Rhonda	Range 6	\$14.30 per hour
x.	Redfern, Jill	Range 6	\$14.92 per hour
y.	Rodriguez, Emeli	Range 6	\$14.92 per hour
z.	Sandoval, Lorena	Range 6	\$14.92 per hour
aa.	Sheikh, Arefa	Range 6	\$12.91 per hour
bb.	Vejar, Rosalba	Range 6	\$14.92 per hour
cc.	Wheeler, Stacy	Range 6	\$14.92 per hour
dd.	Zepeda, Mayra	Range 6	\$12.34 per hour

BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 6

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

10. Senior Food Service Assistant  
Food Services – Extra Assignment  
Not to exceed 100 hours  
Funding Source: Food Services  
Effective August 25, 2014 through June 12, 2015  
Total Cost: \$13,088.00

a.	Avalos, Imelda	Range 10	\$16.36 per hour
b.	Cano, Celia	Range 10	\$16.36 per hour
c.	Gonzalez, Maria Elena	Range 10	\$16.36 per hour
d.	Livas, Silvia	Range 10	\$16.36 per hour
e.	Lopez, Belenda	Range 10	\$16.36 per hour
f.	Martinez, Rita	Range 10	\$16.36 per hour
g.	Pineda, Delmy	Range 10	\$16.36 per hour
h.	Valle, Mirtha	Range 10	\$16.36 per hour

C. Instructional Assistants

1. McLinn, Jamellah  
Substitute Instructional Assistant  
Adult School  
Funding Source: Adult School  
Effective July 9, 2014  
Hourly, as needed – \$14.92 per hour
2. McLinn, Jamellah  
Substitute Instructional Assistant  
Adult School – Extra Assignment –  
Not to exceed 120 hours  
Kids Summer Enrichment Program  
Funding Source: Adult School –  
Kids Summer Enrichment  
Effective July 9, 2014 through  
August 8, 2014  
Hourly, as needed – \$14.92 per hour  
Total Cost: \$1,790.40
3. Plehn, Alyssa  
Substitute Instructional Assistant  
Adult School  
Funding Source: Adult School  
Effective July 31, 2014  
Hourly, as needed – \$14.92 per hour



BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 7

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants – continued

4. Gonzalez, Raul  
Substitute Instructional Assistant  
District Office  
Funding Source: General Fund  
Effective August 25, 2014  
Hourly, as needed – \$14.92 per hour
  
5. Natoli, Wendy  
Short-Term Instructional Assistant – Bilingual  
Linwood Howe  
3.9 hours per day, school year  
Funding Source: Linwood Howe Booster Club  
Effective August 20, 2014 through  
June 12, 2015  
Range 12 – \$14.30 per hour  
Total Cost: \$11,544.39
  
6. Rivera, Jorge  
Instructional Assistant – Special Education IIA  
Special Education – Extra Assignment  
Not to exceed 5 hours per day, 3 days total  
Funding Source: General Fund – Special Ed  
Effective July 28, 2014 through July 30, 2014  
Range 16 – \$17.28 per hour  
Total Cost: \$311.04
  
7. Wong, Grace  
Instructional Assistant – Special Education  
High School – Extra Assignment  
Not to exceed 1.1 hours per day, school year  
Funding Source: General Fund – Special Ed  
Effective August 20, 2014 through  
June 12, 2015  
Range 14 – \$18.18 per hour  
Total Cost: \$3,679.63
  
8. Instructional Assistants  
District Office – Educational Services  
Extra Assignment – CELDT Training and Testing  
Not to exceed 8 hours per day, per person  
Funding Source: General Fund – Supplemental Grant Funds-LCFF Program  
Effective July 1, 2014 through August 20, 2014  
Total Cost: \$47,790.72
  - a. Castañeda, Margarita      Range 16      \$19.02 per hour
  - b. Conroy, LaShon              Range 16      \$16.36 per hour
  - c. Diaz, Gaby                      Range 16      \$19.02 per hour

BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 8

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants – continued

8. Instructional Assistants – continued  
 District Office – Educational Services  
 Extra Assignment – CELDT Training and Testing  
 Not to exceed 8 hours per day, per person  
 Funding Source: General Fund – Supplemental Grant Funds-LCFF Program  
 Effective July 1, 2014 through August 20, 2014  
 Total Cost: \$47,790.72

d.	Dordoni, Alicia	Range 16	\$19.02 per hour
e.	Flores, Ruth	Range 16	\$19.02 per hour
f.	Leon, Nidia	Range 16	\$18.18 per hour
g.	Lopez, Maria	Range 16	\$19.02 per hour
h.	Marceal, Maria	Range 16	\$17.28 per hour
i.	Ortega, Brenda	Range 16	\$19.02 per hour

D. Maintenance

1. Carstafhnur, Brandon
  - School Custodian – Short-Term  
 MOT – Farragut  
 Not to exceed 8 hours per day  
 Funding Source: General Fund  
 Effective July 7, 2014 through  
 September 15, 2014  
 Range 16 – \$16.36 per hour  
 Total Cost: \$6,544.00
  
2. Andrews, David
  - Driver  
 MOT – Extra Assignment  
 Not to exceed 3 hours per day  
 Funding Source: General Fund  
 Effective August 13, 2014 through  
 August 22, 2014  
 Range 21 – \$21.49 per hour  
 Total Cost: \$515.76
  
3. Richmond, David
  - Driver  
 MOT – Extra Assignment  
 Not to exceed 6 hours per day  
 Funding Source: General Fund  
 Effective August 12, 2014 through  
 August 22, 2014  
 Range 21 – \$21.49 per hour  
 Total Cost: \$1,160.46



BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 10

I. Authorization, Approval & Ratification of Employment – continued

F. Coaches – continued

3. Crump, Tom  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,100.00
4. Haynes, Reggie  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,100.00
5. Huezio, Derrick  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,100.00
6. Myles, Cornell  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$1,200.00
7. Oliver, Ralph  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,100.00
8. Patterson, Brandon  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,000.00

BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 11

I. Authorization, Approval & Ratification of Employment – continued

F. Coaches – continued

9. Redwine, Jarvis  
Temporary Assistant Football Coach  
High School  
Funding Source: CCHS Booster Club  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$1,700.00
10. Thomas, Anthony  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,100.00
11. Wilson, Aki  
Temporary Assistant Football Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,200.00
12. Zambrano, Leo  
Temporary Assistant Football Coach  
High School  
Funding Source: CCHS Booster Club  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$1,000.00
13. Manzo, Joe  
Temporary Girls' Volleyball Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$4,000.00
14. Inada, Jeff  
Temporary Girls' Assistant Volleyball Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$1,955.00

BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 12

I. Authorization, Approval & Ratification of Employment – continued

F. Coaches – continued

15. Dordoni, Nestor  
Temporary Boys' Water Polo Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$4,000.00
16. Dordoni Jr., Nestor  
Temporary Boys' Assistant Water Polo Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,955.00
17. Fritzius, Tom  
Temporary Cross Country Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$4,000.00
18. Heyl, Steven  
Temporary Assistant Cross Country Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,955.00
19. Lewkow, Seth  
Temporary Girls' Assistant Tennis Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
November 7, 2014  
Stipend of \$2,955.00
20. Farris, Lindsey  
Temporary Cheerleading Coach  
High School  
Funding Source: General Fund – Athletics  
Effective August 18, 2014 through  
May 15, 2015  
Stipend of \$4,000.00

**BOARD REPORT**

**9.4 Classified Personnel Services Report No. 2 – Page 13**

I. Authorization, Approval & Ratification of Employment – continued

G. Noon Duty Supervisors

1. Temporary Noon Duty Supervisors

El Rincon – Hourly, as needed

Funding Source: General Fund

Effective August 25, 2014 through June 12, 2015

Total Cost: \$9.98 per hour, as needed

- |    |                      |                 |
|----|----------------------|-----------------|
| a. | Alexander, Sherrille | \$9.98 per hour |
| b. | Beaudion, Peggy      | \$9.98 per hour |
| c. | Lopez, Emily         | \$9.98 per hour |
| d. | Woods, Mon Sherrie   | \$9.98 per hour |

2. Temporary Noon Duty Supervisors

La Ballona – Hourly, as needed

Funding Source: General Fund

Effective August 20, 2014 through June 12, 2015

Total Cost: \$9.98 per hour, as needed

- |    |               |                 |
|----|---------------|-----------------|
| a. | Sayeed, Saira | \$9.98 per hour |
|----|---------------|-----------------|

3. Temporary Noon Duty Supervisors/Valets

Linwood Howe – Hourly, as needed

Funding Source: General Fund

Effective August 22, 2014 through June 12, 2015

Total Cost: \$9.98 per hour, as needed

- |    |                   |                 |
|----|-------------------|-----------------|
| a. | Diaz, Lorena      | \$9.98 per hour |
| b. | Goodrich, Jeff    | \$9.98 per hour |
| c. | Gutierrez, Yvonne | \$9.98 per hour |
| d. | Navarro, Edith    | \$9.98 per hour |
| e. | Reichle, Nicolas  | \$9.98 per hour |
| f. | Bush, Keith       | \$9.98 per hour |
| g. | Cordero, Andrea   | \$9.98 per hour |
| h. | McGuire, Viveca   | \$9.98 per hour |
| i. | Uzomah, Veronica  | \$9.98 per hour |

H. Stipend Assignments

1. Carson, Julie

Temporary Musical Choreographer  
High School – AVPA – “Kiss Me Kate”  
Funding Source: General Fund  
Effective December 2, 2013 through  
March 17, 2014  
Stipend of \$2,616.00

BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 14

II. Authorization, Approval & Ratification of Change of Assignments

1. Chavez, Manuel  
Working Out of Classification:  
From: School Custodian  
To: Custodian III  
High School – 8 hours per day  
Funding Source: General Fund  
Effective June 30, 2014 through July 31, 2014  
Range 21 – \$3,468.59 per month  
Total Increase: \$173.38
  
2. Chavez, Manuel  
Promotion via Classified Interviews:  
From: School Custodian  
To: Custodian III  
High School  
8 hours per day, 12 months per year  
Funding Source: General Fund  
Effective August 1, 2014  
Range 20 – \$3,468.59 per month  
Total: \$41,623.08
  
3. Carstafhnur, Brandon  
Change of Assignment:  
From: Substitute School Custodian  
To: School Custodian  
MOT – Farragut  
8 hours per day, 12 months per year  
Funding Source: General Fund  
Effective September 16, 2014  
Range 16 – \$2,834.32 per month  
Total Cost: \$34,011.84
  
4. Bragg, Michael  
Promotion via Classified Interviews:  
From: Substitute Security Guard  
To: Security Guard  
Security  
8 hours per day, 10 months per year  
Funding Source: General Fund  
Effective August 13, 2014  
Range 16 – \$2,834.32 per month  
Total: \$28,343.20



BOARD REPORT

9.4 Classified Personnel Services Report No. 2 – Page 15

II. Authorization, Approval & Ratification of Change of Assignments – continued

5. Perez, Elizabeth

From: Senior Office Assistant  
To: Senior Office Assistant/Bilingual  
Adult School  
8 hours per day, 11 months per year  
Funding Source: Adult School – ADA  
Effective September 1, 2014  
Range 19 – \$3,844.94 per month  
Total Annual Increase: \$3,132.91

III. Authorization, Approval & Ratification of Resignations

1. Cho, Tracie

Instructional Assistant – Special Education IIA  
Linwood Howe  
6 hours per day, school year  
Accepted position outside of district  
Funding Source: General Fund – Special Ed  
Effective June 30, 2014  
Range 16 – \$17.28 per hour

2. Phillips, Elizabeth

Instructional Assistant – Special Education  
El Rincon  
6 hours per day, school year  
Accepted position outside of district  
Funding Source: General Fund – Special Ed  
Effective August 8, 2014  
Range 14 – \$18.18 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 2

Moved by:

Seconded by:

Vote:

**BOARD REPORT**

**8/26/14**

**9.5**

**9.5 Compensation Report of the Members of the Board of Education**

The attached report lists the cost to the District of all expenditures paid out on behalf of each Board Member from July 1, 2013 through June 30, 2014.

**RECOMMENDED MOTION:** That the Board of Education for Culver City Unified School District accept the Compensation Report for the Fiscal Year July 1, 2013 through June 30, 2014.

**Moved by:**

**Seconded by:**

**2013-14  
Compensation and Expenditure Report  
of the  
Members of the Board of Education**

**July 1, 2013 to June 30, 2014**

Board Member	Annual Costs						
	Stipend + Retro	Statutory Benefits	Health & Welfare				Total
			Medical	Dental	Vision	Life Insurance	
Chardiet, Laura J	\$ 2,968.20	\$ 346.39	\$ -	\$ -	\$ -	\$ -	\$ 3,314.59
Goldberg, Nancy	\$ 2,968.20	\$ 346.39	\$ -	\$ -	\$ -	\$ -	\$ 3,314.59
Levin, Steven	\$ 1,744.20	\$ 177.42	\$ -	\$ -	\$ -	\$ -	\$ 1,921.62
Paspalis, Katherine	\$ 2,968.20	\$ 187.68	\$ 9,760.48	\$ 2,444.00	\$ 306.50	\$ 105.60	\$ 15,772.46
Robins, Susanne	\$ 1,744.20	\$ 90.35	\$ 7,808.38	\$ 1,955.20	\$ 245.20	\$ 84.00	\$ 11,927.33
Siever, Patricia	\$ 1,224.00	\$ 144.03	\$ -	\$ -	\$ -	\$ 31.20	\$ 1,399.23
Silbiger, Karlo	\$ 1,224.00	\$ 142.83		\$ 257.49			\$ 1,624.32
<b>TOTAL</b>	<b>\$ 14,841.00</b>	<b>\$ 1,435.09</b>	<b>\$ 17,568.86</b>	<b>\$ 4,656.69</b>	<b>\$ 551.70</b>	<b>\$ 220.80</b>	<b>\$ 39,274.14</b>

This report represents all expenditures made by the District to, or on behalf of, Members of the Board of Education:

- A Stipend is "compensation" made to elected officials for the public service they provide pursuant to Education Code 35120.
- Statutory Benefits are expenditures paid by the District related to the Stipend.
- Health & Welfare represents expenditures for medical, dental and life insurance.
- Other Expenditures are travel/conference related expenses while on District business.
- At the end of each Fiscal Year, Staff will present the annual board compensation report.

**District Cap on Insurance Benefits**

Medical	\$9,760.48
Dental	\$2,444.00
Vision	\$306.50
Life	\$105.60

**BOARD REPORT**

**9.6 Student Teacher Agreement Between the Culver City Unified School District and California State University, Northridge**

For many years the district has cooperated with local universities to provide student teaching experience to students enrolled in the respective institutions. The contract between California State University, Northridge and the Culver City Unified School District will authorize students at this institution to student teach in the district.

RECOMMENDED MOTION: Authorize the Superintendent to enter into an agreement on behalf of Culver City Unified School District with California State University, Northridge effective July 1, 2014 through June 30, 2019.

Moved by:

Seconded by:

Vote:

**BOARD REPORT**

**9.7 Internship Agreement Between the Culver City Unified School District and University of California Los Angeles**

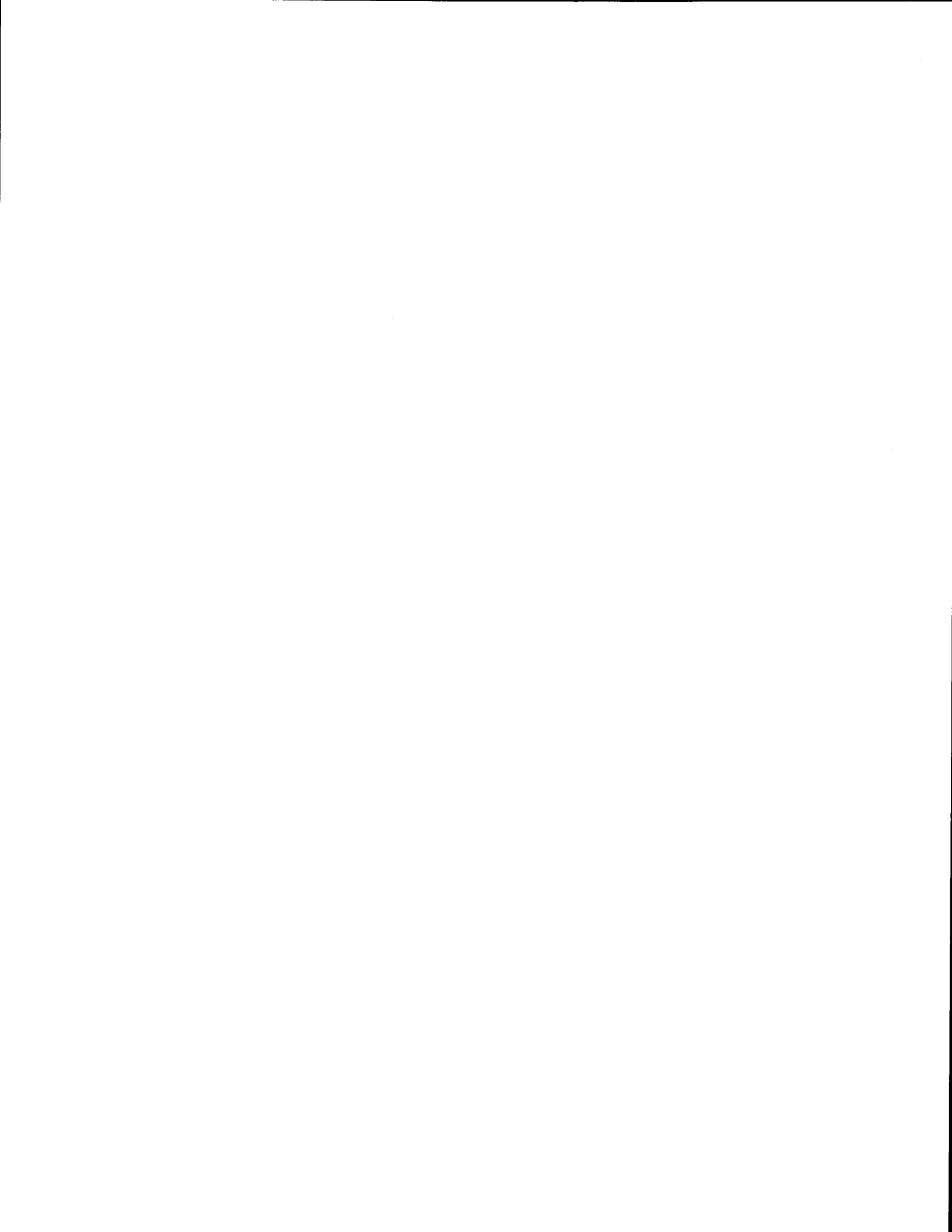
An Internship Agreement between the Culver City Unified School District and University of California Los Angeles Extension Education Intern Preliminary Credential Program has been proposed to allow the District to employ university students enrolled in the Intern Partnership Program [Multiple, Single, and Education Specialist (mild/moderate) and BCLAD emphasis]. During the course of the Internship program, the intern will complete the approved Internship Program and will become eligible for a Preliminary Credential.

RECOMMENDED MOTION: Authorize the Interim Superintendent to enter into an agreement on behalf of Culver City Unified School District with University of California Los Angeles Extension Education Intern Preliminary Credential Program effective August 1, 2014 through July 30, 2017.

Moved by:

Seconded by:

Vote:



## BOARD REPORT

8/26/14

12.1

### 12.1 Update on Bond Timeline and Activities

Mr. Chet Wang of Keygent and Mr. David Casnocha, Bond Counsel, will provide an update on the bond timeline and associated activities.

## BOARD REPORT

8/26/14  
12.2

### 12.2 Update on Robert Frost Auditorium Design

Mr. Craig Hodgetts and Mr. Alex Sexsmith of Hodgetts+Fung Design and Architecture will provide an update on the Robert Frost Auditorium design.



**12.3 Update on Current Capital Projects**

Mr. Bryan Osborne, Balfour Beatty Construction, will provide an update on the District's current capital projects.

**BOARD REPORT**

**8/26/14**

**1.0**

**1.0 Approval of the Report of the Treasurer-Controller**

The Treasurer of the Culver City School Facilities Financing Authority (CCSFFA) will present the Authority's Financial Report for the period ending June 30, 2014.

**RECOMMENDED MOTION:**

That the Board of Directors of Culver City School Facilities Financing Authority approve the Financial Report for the period ending June 30, 2014 as presented.

**Moved by:**

**Seconded by:**

**Vote:**

**CULVER CITY SCHOOL FACILITIES FINANCING AUTHORITY  
JOINT POWERS AGENCY  
BALANCE SHEET**

**JULY 1, 2013 to JUNE 30, 2014**

**ASSETS**

**CASH**

Bond Escrow	\$ 33,762,458.37
Project Fund	\$ 3,598,193.49
Cash	\$ 39,740.74
<b>Total Assets:</b>	<b><u>\$ 37,400,392.60</u></b>

**LIABILITIES**

**PAYABLES**

Bond Obligation	\$ 33,005,000.00
<b>Total Liabilities:</b>	<b><u>\$ 33,005,000.00</u></b>

**TOTAL NET ASSETS** **\$ 4,395,392.60**

**CULVER CITY SCHOOL FACILITIES FINANCING AUTHORITY  
JOINT POWERS AGENCY  
INCOME STATEMENT**

**JULY 1, 2013 to JUNE 30, 2014**

**Revenues:**

Interest and Investment Earnings	\$ 1,844,368.77
----------------------------------	-----------------

**Expenses:**

Debt Service	<u>\$ 1,871,582.29</u>
<b>Change in Net Assets</b>	<b>\$ (27,213.52)</b>
<b>Net Assets - Beginning</b>	<b>\$ 4,422,606.12</b>
<b>Net Assets - Ending</b>	<b><u>\$ 4,395,392.60</u></b>

**2.0 Approval of Reimbursement to Fund 21 from Bond Refinancing Proceeds**

At this time, we need to request that the Board of Directors of the Culver City School Facilities Financing Authority approve the payment of \$3,598,193.49 from the Project Fund to District Fund 21 to reimburse the District for payments made from the District's funds to SunPower Corporation and the Balfour Beatty Company on previously funded capital projects. This will ensure our maintaining compliance with the tax regulations in effect governing the expenditure of funds from the Measure T Bond Refinancing.

**RECOMMENDED MOTION:**

That the Board of Directors of Culver City School Facilities Financing Authority approve the reimbursement to Fund 21 from bond refinancing proceeds as presented.

**Moved by:**

**Seconded by:**

**Vote:**

**WRITTEN REQUISITION NO. 5**

To: U.S. Bank National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Corporate Trust Department

Re: Culver City School Facilities Financing Authority  
Revenue Bonds, Series 2005  
(Culver City Unified School District General Obligation Bond Program)

The undersigned, an authorized officer of the Culver City School Facilities Financing Authority (the "Authority"), on behalf of the Authority hereby requests payment from the Project Fund established pursuant to Section 3.04 of that certain Trust Agreement, dated as of November 1, 2005, by and between the Authority and U.S. Bank National Association, as trustee, to the payee, for the purpose and in the amount of the disbursement set forth in Schedule I attached hereto.

The undersigned hereby certifies that each obligation mentioned on Schedule I has been incurred in the stated amount by the Authority and is a proper charge against the Project Fund. None of the items for which payment is requested has been previously reimbursed or paid from the Project Fund.

Dated: August 26, 2014

CULVER CITY SCHOOL FACILITIES  
FINANCING AUTHORITY

By: \_\_\_\_\_  
Mike Reynolds, Treasurer Controller

**SCHEDULE I**

**Payee Name & Address**

**Purpose**

Culver City Unified School District

Reimburse District for the  
payment to:

- SunPower Corporation \$3,563,492.79

- Balfour Beatty Company \$ 34,700.70

\$3,598,193.49

**BOARD REPORT**

**8/26/14  
14.2a**

**14.2 Approval is Recommended for the Software License and Support Agreement between Instructure, Inc., and Culver City Unified School District**

The Software License and Support Agreement between Instructure, Inc., and Culver City Unified School District is presented for approval to provide *Canvas*, a learning management system for K-12 teachers, students, and parents.

RECOMMENDED MOTION: That the Board approve the Software License and Support Agreement between Instructure, Inc., and Culver City Unified School District.

Moved by:

Seconded by:

Vote:



## Master Subscription Services Agreement

This agreement is between Instructure, Inc., a Delaware corporation (**Instructure**), and the entity or individual agreeing to these terms and identified in the signature line below (**Customer**). It is effective as of the date of the last signature set forth below.

**LEARNING MANAGEMENT SYSTEM SOFTWARE SERVICE.** With a signed order, Instructure will provide its learning management system software as a service through a URL within a hosted server environment under the terms below (**Service**). This agreement contemplates one or more orders for the Service, which is governed by the terms of this agreement. **User is defined to** mean a participant, instructor, or administrator of Customer's organization, who is authorized by Customer to use the Service (and Customer has paid for this use) with login credentials.

### (1) USE OF SERVICE.

- a). **Customer Owned Content.** All information, data, results, plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under Customer's User accounts in the Service remain the sole property of Customer, as between Instructure and Customer (**Customer Content**). Customer grants Instructure the worldwide, royalty-free right to use, publicly display, and distribute the Customer Content solely for purposes of performing its obligations under this agreement and providing and improving the Services. During the term of this agreement and for 3 months after expiration or termination, Customer may export the Customer Content through the API (as defined below) or by using the export feature within the Service. Instructure has no obligation to store the Customer Content 3 months after expiration or termination.
- b). **API Access.** Instructure provides access to its application-programming interface (**API**) as part of the Service for no additional fee. Subject to the other terms of this agreement, Instructure grants Customer a non-exclusive, nontransferable, revocable license to operate the API only for purposes of interfacing Customer's technology applications or services with the Service as allowed by the API's technical limitations and in accordance with the API Policy, as may be updated by Instructure from time to time. The Instructure **API Policy** is located at <http://www.instructure.com/policies/api-policy>
- c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Content and all activities arising from its User accounts in the Service, (ii) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access, and (iii) may use the Service only in accordance with applicable law and regulation.
- d). **Customer Restrictions.** Customer may not, and will use commercially reasonable means to ensure that each User does not,
  - i. sell, resell, rent, or lease the Service or API;
  - ii. reverse engineer the Service or the API;
  - iii. remove or modify any proprietary marking or restrictive legends in the Service;
  - iv. use the Service to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), unlawful or tortious material, or any other material in violation of a third-party right;
  - v. use the Service to harm or impersonate any person, or for any commercial purpose (including accessing the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes);
  - vi. interfere with or disrupt the integrity or performance of the Service; or
  - vii. attempt to gain unauthorized access to the Service or their related systems or networks.
- e). **Customer Support.** Instructure must provide customer support for the Service under the terms of Instructure's Customer Support (**Support**), which are located at <http://www.instructure.com/policies/support-terms>.

### (2) PAYMENT TERMS.

Customer must pay all undisputed fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly provided below).

### (3) WARRANTY/SERVICE LEVEL AGREEMENT AND REMEDY.

- a). **Compliance with Laws.** Each party represents and warrants to the other party that it will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this agreement. Instructure will implement reasonable and typical administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Confidential Information (defined below) and data. Instructure agrees to only use or disclose personal information records created or received from, by, or on behalf of Customer or its Users for the purposes of (a) providing and improving the Services and in accordance with the Instructure Privacy Policy, except that Instructure may create, use, and disclose de-identified and aggregated data based upon personal information records for its own purposes, (b) as permitted by this agreement, (c) as required by law or regulation, or (d) as authorized by Customer in writing. Notwithstanding the foregoing, Instructure may access, preserve, and disclose User's registration and any other information if required to do so based on Instructure's good faith belief that such access, preservation, or disclosure is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the

third party is a User, individual, or government agency; (iii) respond to customer service inquiries; or (iv) protect the rights, property, or personal safety of Instructure, other users or the public.

- b). **Service Availability Warranty.** Instructure warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum availability in a trailing 365-day period as provided below (excluding scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User), (ii) the functionality or features of the Service may change but will not materially degrade during the Term (as defined below), and (iii) that Support may change but will not materially degrade during the Term.

Annual Availability Warranty: 99.9% availability percentage

- If Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability.
- Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

A Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the Service was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee. Customer's sole and exclusive remedy for breach of the warranty in this Section 3(b)(i) will be for Instructure to provide a credit as provided above; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

- c). **Third Party Links/Service Disclaimer.** The Service may link to third party web sites (including without limitation, links provided by Users of the Service) or allow access to third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.
- d). **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, INSTRUMENT DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

#### (4) MUTUAL CONFIDENTIALITY.

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information).
- b). **Protection of Confidential Information.** The Recipient will protect the Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care). The Recipient shall not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

#### (5) PROPRIETARY RIGHTS.

- a). **Reservation of Rights by Instructure.** The software, workflow processes, user interface, designs, know-how, API information, third party technology and other technologies provided by Instructure as part of the Service are the proprietary property of Instructure and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Instructure and its licensors. Instructure reserves all rights unless expressly granted in this agreement.
- b). **Feedback.** Instructure may contact each User (no more than once each year) for the *sole purpose* of seeking feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

**(6) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

- a). **EXCLUSION OF CERTAIN DAMAGES.** INSTRUTURE AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF INSTRUTURE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.
- b). **LIMITATION OF LIABILITY.** EXCEPT FOR INSTRUTURE'S INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS IN SECTION 9, INSTRUTURE'S MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

**(7) TERM, TERMINATION, AND SUSPENSION OF SERVICE.**

- a). **Term.** This agreement continues for the duration specified on the order, but in no event shall exceed three (3) years from the date of this agreement (**Term**).
- b). **Mutual Termination for Material Breach.** If either party is in material breach of this agreement (including without limitation non-payment of any amounts owed Instructure), the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- c). **Return or Destroy Upon Termination.** Upon termination or expiration of this agreement for any reason, Customer must pay Instructure all amounts owed, and destroy or return all property of Instructure. Customer will confirm this destruction or return requirement in writing upon request of Instructure.
- d). **Suspension of Service and Removal of Customer Content for Violations of Law or Policy.** Instructure may immediately suspend the Service and remove applicable Customer Content if it in good faith believes that, as part of using the Service, Customer and/or its Users may have violated a law or a restriction in this agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

**(8) GOVERNING LAW AND FORUM.**

This agreement is governed by the laws of the State of California, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Los Angeles County, CA. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party. The Convention on Contracts for the International Sale of Goods does not apply to this agreement.

**(9) INFRINGEMENT INDEMNITY.**

- a). **By Instructure.** If a third-party claims that the Service (other than related to any Customer Content) infringes that party's U.S patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer:
  - i. promptly notifies Instructure in writing of the claim; and
  - ii. allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement.

If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 9(a) does not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) unauthorized modification or alteration to the Services by anyone other than Instructure.

- b). **By Customer.** If a third-party makes a claim against Instructure that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure:
  - i. promptly notifies Customer in writing of the claim; and
  - ii. allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

**[10] MISCELLANEOUS OTHER TERMS.**

- a). **Money Damages Insufficient.** Each party acknowledges and agrees that any threatened or actual breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party for which monetary damages would be an inadequate remedy. In such case, the other party may seek a court order, without the requirement of posting bond, to stop any breach or avoid any future breach.
- b). **Entire Agreement and Changes.** This agreement and the corresponding orders constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c). **Publicity.** Customer may agree to act as a reference account that will, upon Instructure's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective customers and participate in Service-related case studies. If Customer may agree to issue joint press releases with Instructure regarding the Service, *as approved by Instructure*. Upon prior written request, Customer may agree to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.
- d). **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- e). **Independent Contractors.** The parties are independent contractors with respect to each other.
- f). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- g). **No Additional Terms.** Instructure rejects additional or conflicting terms of any Customer form-purchasing document.
- h). **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- i). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 4, 5, 6, and 9).
- j). **Notices.** For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account.
- k). **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party.

**Culver City Unified School District**

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David LaRose  
Superintendent  
Culver City Unified School District  
4034 Irving Place  
Culver City, California 90232

August 26, 2014

**Instructure, Inc.**

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Signature

---

Name

---

Title

---

Date

6330 South 3000 East, Suite 700  
Salt Lake City, UT 84121



- 5) Coordinate mechanical and utility requirements with the structural/seismic engineer, electrical engineer and building owner representatives.
- 6) Provide construction budget for pilot installation for one of the options above.
- 7) Not included in this proposal are structural, seismic and electrical engineering.

**Design Fee Services**

**\$8,500.00**

We appreciate the opportunity to provide this proposal and look forward to supporting development of this project. Please contact the undersigned at (714) 901-5800 with questions or if we can be of further assistance.

Respectfully,

SOUTHLAND INDUSTRIES

David Dopudja  
Contract Executive

**BOARD REPORT**

**8/26/14  
14.3a**

**14.3a Ratification of Agreement with Los Angeles County Office of Education (LACOE) for PeopleSoft Financial System**

At this time, we need to ratify our annual agreement with LACOE for the use of the PeopleSoft Financial System for our financial processing and reports.

**RECOMMENDED MOTION:** That the Board of Education for Culver City Unified School District ratify the attached agreement with LACOE for use of the PeopleSoft Financial System.

**Moved by:**

**Seconded by:**

**Vote:**



LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT  
FOR  
PEOPLESOFT FINANCIAL SYSTEM  
FISCAL YEAR 2014-2015

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

CULVER CITY UNIFIED SCHOOL DISTRICT, #64444, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2014-15 Worksheet, attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2014, and shall remain in effect through June 30, 2015. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

District shall pay LACOE the costs, as specified in Exhibit A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2014-2015 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2014-15. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2014-15's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to

death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

7. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

8. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

9. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

10. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract,



such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

11. SEVERABILITY/WAIVER

10.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

10.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

12. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

13. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

14. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

15. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered shall be delivered by personal service or by deposit in the U.S. Mail, certified, or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager  
Contracts Section  
Los Angeles County Office of Education  
9300 Imperial Highway, Room ECW-153,  
Downey, CA 90242-2890

District:  
Mailing Address is District Office

16. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

17. TUBERCULOSIS TESTING

Contractor's employees and or employees of subcontractors must have a current tuberculosis (TB) test to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

18. TOBACCO-FREE WORKPLACE

When at LACOE-owned or -leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

19. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy.

20. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 22.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

22.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

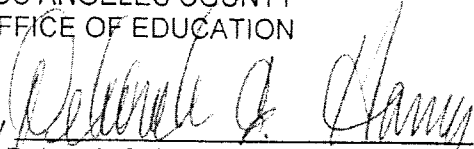
22.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 21.2 above, of this certification;

22.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

23. EXECUTION REQUIREMENTS


Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

By 

Deborah C. Harris  
Assistant Director  
Administrative Services  
Controller's Office

CULVER CITY UNIFIED SCHOOL  
DISTRICT

By 

Mike Reynolds

Typed or Printed Name

Title Asst. Superintendent, Business Services

Date 5/27/2014

Date 7/15/14

Date Approved  
by Board, if Required Not Applicable

Contact Person Sean Kearney

Title Director, Fiscal Services

Phone # (310) 842-4220 x4234

Email: seankearney@ccusd.org

Return the original signed copy to:  
Adebayo Onanuga  
ABD/LACOE  
9300 Imperial Highway, ECW, Room 165  
Downey, CA 90242-2890

**SERVICES PROVIDED BY LACOE**

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

**VARIOUS INTERFACES**

- Accounts Payable (AP)
- Budget Adjustment
- Chatfield
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the district. For the purpose of this Agreement, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year (2013-2014). Total accounts shall be defined as the total number of accounts for all funds on file on May 13, 2014.

It is estimated that the amount payable to LACOE for the FY 2014-2015 will be as follows:

**General LEDGER AND ACCOUNTS PAYABLE**

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chartfields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online and hard copy reports
- Commercial warrant processing
- SACS Compliance

Charge:

$$\begin{array}{r}
 \$2.40 \times \frac{6448}{\text{Total ADA}} = \$15475.20 \text{ Plus } \$1.50 \times \frac{7074}{\text{Total No. of Accounts}} = \$10611.00
 \end{array}$$

= Estimated General Ledger Charge

\$ 26086.20

Enter in Exhibit C

**INTERFACE GENERAL LEDGER DISTRICTS**

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (ADA)	To (ADA)	Annual Fee
1	14,999	\$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		\$ 100,000

Charge: ADA     N/A     = \$     N/A      
 (Enter in Exhibit C)

**Purchasing**

**Features:**

- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online and hard copy reports

Charge:  
 $\$1.42 \times \frac{6448}{\text{Total ADA}} = \frac{\$ 9156.16}{\text{Enter in Exhibit C}}$

**Inventory**

**Features:**

- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online and hard copy reports

Charge:  
 $\$1.42 \times \frac{6448}{\text{Total ADA}} = \frac{\$ 0.00}{\text{Enter in Exhibit C}}$

### 1099 Reporting

#### LACOE Responsibility and Support:

- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
  - (1) Preliminary and final hard copy Detailed Summary report of all 1099 vendors reported to the IRS
  - (2) 1099 Vendor List
  - (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  - (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

#### District Responsibility:

- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: \$300/Year = \$ 300.00  
(Enter in Exhibit C)

### SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System for more than 100 Local Education Agencies.
- Issues with connectivity and support are handled by the LACOE Help Desk and the System Support units.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

### TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled Schedule for PeopleSoft Financial System Training.

Exhibit B- Basic Report Package (K-12)

<b>PeopleSoft Financial System Report Package</b>			
<b>DAILY REPORTS CATEGORY</b>			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJS1	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C/S	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C/S	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C/S	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
<b>WEEKLY REPORT CATEGORY</b>			
	LAGL015C/S	Account List by Fund and Object/Expenditure	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL019C/S	Cumulative Detail Expenditure Report	
	LAGL819C/S	Cumulative Detail Revenue Report	
	LAGL919C/S	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C/S	Inventory Shortage Report	
	LAIN009C/S	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

Exhibit B- Basic Report Package (K-12)

<b>MONTHLY REPORT CATEGORY</b>			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C/S	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C/S	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C/S	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C/S	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C/S	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C/S	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C/S	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C/S	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C/S	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
<b>QUARTERLY REPORTS CATEGORY</b>			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	



Exhibit B- Basic Report Package (K-12)

ANNUAL REPORTS CATEGORY		
LAAP300C	Aged Vendor Liability	
LAAP305C	Open Liability Report	
LAGL015C/S	Account List by Fund and Object/Expenditure	
LAGL016C/S	Account List by Fund and Location/Expenditure	
LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
LAGL020C/S	Account List by Fund and Resource/Expenditure	
LAGL023C/S	Monthly Expenditure Object Summary Report	
LAGL024C/S	Monthly Revenue Summary Report	
LAGL025C/S	Account List by Fund and Object/Revenue	
LAGL026C/S	Account List by Fund and Location/Revenue	
LAGL030C/S	Account List by Fund and Resource/Revenue	
LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
LAGL819C/S	Monthly Cumulative Detail Revenue Report	
LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	
LAGL016C/S	Account List by Fund and Location/Expenditure	
LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
LAGL020C/S	Account List by Fund and Resource/Expenditure	
LAGL023C/S	Monthly Expenditure Object Summary Report	
LAGL024C/S	Monthly Revenue Summary Report	
LAGL025C/S	Account List by Fund and Object/Revenue	
LAGL026C/S	Account List by Fund and Location/Revenue	
LAGL030C/S	Account List by Fund and Resource/Revenue	
LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
LAGL819C/S	Monthly Cumulative Detail Revenue Report	
LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education  
Accounting & Budget Development  
ECW #165  
9300 Imperial Highway, Downey, CA 90242

**CONTRACT FOR PEOPLESFT FINANCIAL SYSTEM  
Fiscal Year 2014-2015 Worksheet**

**EXHIBIT C**

District Name: CULVER CITY UNIFIED SCHOOL DISTRICT District Number: 64444


**Exhibit A**

1. General Ledger and Accounts Payable	\$	<u>26086.20</u>
2. Interface General Ledger Districts	\$	<u>                    </u>
3. Inventory	\$	<u>0.00</u>
4. Purchasing	\$	<u>9156.16</u>
5. 1099 Reporting	\$	<u>300.00</u>
<b>Total Exhibit A</b>	\$	<u>35542.36</u>

**Exhibit B (Additional Report Package)**

1. Daily (Online)	\$	<u>NO CHARGE</u>
Daily (Hard Copy)	\$	<u>                    </u>
2. Weekly (Online)	\$	<u>NO CHARGE</u>
Weekly (Hard Copy)	\$	<u>                    </u>
3. Monthly (Online)	\$	<u>NO CHARGE</u>
Monthly (Hard Copy)	\$	<u>                    </u>
4. Quarterly (Online)	\$	<u>NO CHARGE</u>
Quarterly (Hard Copy)	\$	<u>                    </u>
5. Annual (Year-End) – Online	\$	<u>NO CHARGE</u>
Annual (Year-End) – Hard Copy	\$	<u>                    </u>
<b>Total Exhibit B – Addt'l Reports</b>	\$	<u>                    </u>

**Estimated TOTAL** \$ 35542.36

By   
(Signature)

Mike Reynolds  
(Print/Type Name)

Title Assistant Superintendent

Date 7/15/2014

**BOARD REPORT**

**8/26/14  
14.3b**

**14.3b Ratification of Agreement with Recycling Coordinator Consultant**

At this time, we need to ratify the agreement with Shea Cunningham to serve as the District's Recycling Coordinator Consultant for a period of two years. The cost of the consulting service is fully reimbursed by CalRecycle from the proceeds of the approved grant for the two-year grant period.

**RECOMMENDED MOTION:**

That the Board of Culver City Unified School District approve the Recycling Coordinator Consultant agreement as presented.

**Moved by:**

**Seconded by:**

**Vote:**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(DISTRICT-WIDE RECYCLING PROGRAM COORDINATION)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 26th day of August, 2014 by and between the **Culver City Unified School District** ("District") and Shea Cunningham ("Consultant") (together, may be referred to as "Parties").

NOW, THEREFORE, the Parties agree as follows:

**1. Services.** The Consultant shall provide services for development and implementation of a District-wide recycling program as further described in the attached Exhibit "A". The scope of services will generally consist of the following:

**1.1** Upon award, the selected respondent will be required to perform ongoing site walks at District facilities to evaluate facility recycling procedures as part of a recycling coordination plan for the District. Specifically, the awarded respondent will evaluate and provide comprehensive planning, train staff, oversee the distribution and maintenance of appropriate containers at all school sites, and make suggestions to the Assistant Superintendent, Business Services for improving the current recycling program operated by the District, including, but not limited to:

(a) Coordination of all recycling activities with the Assistant Superintendent, Business Services.

(b) Designing and assisting district staff in the ongoing implementation of recycling collection systems at all sites.

(c) Performing the CALRecycle-required quarterly dumpster recycling volume inventories for each recycling component (glass, plastic, aluminum, etc.).

(d) Reporting the quarterly dumpster recycling inventories to CALRecycle as well as the Assistant Superintendent, Business Services.

(e) Preparing the CALRecycle Annual Reports.

(f) Assistance in implementation of the new recycling system at District sites.

- (g) Guiding the recycling educational campaign and incorporating relevant student groups.
- (h) Liaison with Culver City Public Works to assess each school, establish baseline data, and create an efficient interface with city vehicles.
- (i) Tracking and reporting the success of the recycling program.

The Services shall be performed on all the school sites located within the District's boundaries.

**2. Term.** Consultant shall commence providing Services on \_\_\_\_\_, 2014 and will diligently perform as required and complete performance by June 30, 2016 unless this Agreement is terminated and/or otherwise canceled prior to that time.

**3. Submittal of Documents.** The Consultant shall not commence the Services until the Consultant has submitted, and the District has approved, the certificate(s), and affidavit(s), and the endorsement(s) of insurance required, as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

**4. Compensation.** District shall pay Consultant according to the following terms and conditions:

**4.1** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed the amount of the District's Grant component specifically allocated and reserved for recycling services coordination by the Assistant Superintendent, Business Services in conjunction with the CALRecycle Administrators. Consultant's time will not be managed by the District, but District will have oversight over the scope of services to ensure that they are being performed to the satisfaction of the District and that the Consultant's work is not, and will not be, interfering with District's educational programs.

**4.2** Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

**4.3** Compensation for any approved additional services shall be billed by submitting an itemized invoice which shall reflect the hours spent by the Consultant in performing its additional services pursuant to this Agreement. The additional services shall be performed at the hourly billing rates included in the attached Exhibit "B".

**4.4** If Consultant works at more than one site, Consultant shall not be required to invoice for each site separately; however, the services provided at each site shall be documented separately.

**5. Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

**6. Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

**7. Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

**7.1** Materials which are pre-approved and purchased by the district at the request of the Consultant for use in the District's Recycling program.

**8. Performance of Services.**

**8.1 Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

(a) Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

**8.2 Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

**8.3 District Approval.** The Services completed must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

**8.4 New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

**9. Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

**10. Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**11. Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

**12. Termination.**

**12.1 For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

**12.2 For Convenience by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

**12.3 For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- (a) material violation of this Agreement by the Consultant; or
- (b) any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- (c) Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**13. Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**14. Insurance.**

**14.1** The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.



Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments  Each Occurrence  General Aggregate	  \$ 1,000,000  \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>  Each Occurrence  General Aggregate	  \$ 100,000  \$ 300,000
<b>Workers Compensation</b> (unless self-employed, in which case a "Hold Harmless Affidavit" must be provided to the District)	Statutory Limits

(a) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

(b) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the workers' compensation and insurance statutes, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

(c) **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

**14.2 Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

(a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancelation or reduction. Date of cancelation or reduction shall not be less than thirty (30) days after date of mailing notice."

(b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancelation and reduction notice will be sent, and length of notice period.

(c) An endorsement stating that the District and its governing board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(d) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

**14.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best Company's rating of no less than A: VII, unless otherwise acceptable to the District.

**15. Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

**16. Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

**17. Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**18. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than

vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

**19. Anti-Discrimination.** It is the policy of the District that in connection with all Services performed under Contracts there be no discrimination against any employee engaged in the Services because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900, Labor Code section 1735, and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

**20. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

**21. Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

**22. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**23. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

**23.1** Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

**23.2** Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

**24. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**25. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**26. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<b>Culver City Unified School District</b>	<b>Contractor</b>
4034 Irving Place	_____
Culver City, CA 90232	_____
FAX: (310) 842-4322	FAX: _____
ATTN: Mike Reynolds, Assistant Superintendent, Business Services	ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**29. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**30. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**31. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be

inserted herein and this Agreement shall be read and enforced as though it were included therein.

**32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

**36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

**37. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**38. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

**Culver City Unified School District**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

---

**Information regarding Consultant:**

License No.: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information**

**requested in this section.**

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: \_\_\_\_\_

Limited Liability Company

Other: \_\_\_\_\_

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three (3) boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.



\_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## EXHIBIT "A"

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

The selected respondent will be required to perform ongoing site walks at District facilities to evaluate facility recycling procedures as part of a recycling coordination plan for the District. Specifically, the awarded respondent will evaluate and provide comprehensive planning, train staff, oversee the distribution and maintenance of appropriate containers at all school sites, and make suggestions to the Assistant Superintendent, Business Services for improving the current recycling program operated by the District, including, but not limited to:

- (a) Coordination of all recycling activities with the Assistant Superintendent, Business Services.
- (b) Designing and assisting district staff in the ongoing implementation of recycling collection systems at all sites.
- (c) Performing the CALRecycle-required quarterly dumpster recycling volume inventories for each recycling component (glass, plastic, aluminum, etc.).
- (d) Reporting the quarterly dumpster recycling inventories to CALRecycle as well as the Assistant Superintendent, Business Services.
- (e) Preparing the CALRecycle Annual Reports as required by the Grant. Assistance in implementation of the new recycling system at District sites.
- (f) Assistance in implementation of new recycling system at District sites.
- (g) Guiding the recycling educational campaign and incorporating relevant student groups.
- (h) Liaison with Culver City Public Works to assess each school, establish baseline data, and create an efficient interface with city vehicles.
- (i) Tracking and reporting the success of the recycling program.

The Services shall be performed on all the school sites located within the District's boundaries.

**EXHIBIT "B"**

**HOURLY BILLING RATE**

The Consultant agrees to accept the hourly billing rate of: \$\_\_\_\_\_ for all time spent in the performance of the Consultant's duties.

**BOARD REPORT**

8/26/14

14.3c

**14.3c Resolution #1/2014-15 - Increase in Developer Fees**

Government and Educational Code requires that the Board of Education must adopt a resolution increasing developer fees prior to collecting the fees at the approved increased rate. Based upon the Developer Fee Study completed June 19, 2013, the proposed fee will increase the residential rate per square foot by sixteen cents from \$3.20 to \$3.36. The commercial/industrial rate per square foot will increase by three cents from \$0.51 to \$0.54 per square foot, with the exception of mini-storage. Mini-storage will remain the same at \$0.29.

In accordance with the Code, the increase will become effective on October 26, 2014, 60 days after the adoption of the resolution levying such fees by the Governing Board.

**RECOMMENDED MOTION:** That the Board of Education Adopt Resolution #1/2014-15 Increase in Developer Fees for residential and commercial developments.

**Moved by:**

**Seconded by:**

**Vote:**

**RESOLUTION NO. 1/2014-15**  
**RESOLUTION OF THE GOVERNING BOARD OF**  
**CULVER CITY UNIFIED SCHOOL DISTRICT**  
**APPROVING THE INCREASE OF SCHOOL FACILITIES FEES AS**  
**AUTHORIZED BY GOVERNMENT CODE SECTION 65995(b)(3)**

WHEREAS, Statute AB 2926 (Chapter 887/ Statutes 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 22, 2014, meeting, the State Allocation Board increased the maximum fee authorized by Education Code Section 17620 to \$3.36 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$.54 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$3.36 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of \$.54 per square foot as described in Government Code Section 65995 (b) (2). The mini storage category of commercial/industrial justification has less impact than the statutory \$.54 per square foot commercial/industrial justification and should be collected at the justified rate of \$.29 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of Culver City Unified School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled August 26, 2014, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016.1, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated June 19, 2013, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Enrollment at the District school(s) presently exceeds capacity;
  - B. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or

industrial construction will increase the need for school facilities and/or the need for reconstruction of school facilities.

- C. Without the addition of new school facilities, and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - D. Substantial residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. As a result, conditions of overcrowding will exist within the District, which will impair the normal functioning of the District's educational programs;
  - E. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the Plan;
  - G. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - H. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed;
  - I. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - J. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by the development;
  - K. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$3.36 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$.54 per square foot for new commercial or industrial construction.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
  - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
  - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not

limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. Commencement Date. The effective date of this Resolution shall be November 1, 2013 which is 60 days following its adoption by the Board.
9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Los Angeles County and to the Planning Commission and City Council of the City of Culver City.
10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of Culver City Unified School District this 26th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President, Governing Board  
Culver City Unified School District

ATTEST:

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Secretary, Governing Board  
Culver City Unified School District

**BOARD REPORT**

**8/26/14  
14.3d**

**14.3d Ratification of Network Equipment Purchase**

At this time, we need to ratify the purchase of our new district-wide networking system via the WSCA purchasing agreement as approved by the State of California.

**RECOMMENDED MOTION:** That the Board of Education for Culver City Unified School District ratify the attached purchase made via the WSCA purchasing agreement.

**Moved by:**

**Seconded by:**

**Vote:**



State of California  
**WSCA/NASPO Master Price Agreement**  
**USER INSTRUCTIONS**  
*Supplement #1*

**IMPORTANT NOTE:** SUPPLEMENT #1 REPLACES AND SUPERSEDES THE PREVIOUS USER INSTRUCTIONS VERSION ISSUED 08/24/2011.

<b>ISSUE AND EFFECTIVE DATE: 12/28/2012</b>	
CONTRACT NUMBER(S):	VARIOUS (See Attachment A)
DESCRIPTION:	Computer Equipment, Software, Peripherals And Related Services (WSCA/NASPO)
CONTRACTOR(S):	VARIOUS (See Attachment A)
CONTRACT TERM:	VARIOUS through 08/31/2014* *See Attachment A
DISTRIBUTION LIST:	Posted Electronically on: <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>
STATE CONTRACT ADMINISTRATOR:	Julie Matthews (916) 375-4612 <a href="mailto:julie.matthews@dgs.ca.gov">julie.matthews@dgs.ca.gov</a>

STATE DEPARTMENTS ARE RESTRICTED FROM USING WSCA/NASPO CONTRACTS IN ACCORDANCE WITH **MANAGEMENT MEMO #05-11**, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STATEWIDE MANDATORY CONTRACTS FOR IT HARDWARE. SEE LINK BELOW FOR LISTINGS OF CALIFORNIA STATEWIDE MANDATORY IT HARDWARE CONTRACTS. <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>

The contract user instructions, ordering procedures, products, and pricing are included herein. All purchase documents issued under the California Participating Addendum (PA) contracts listed within these User Instructions incorporate the PA contract terms and applicable California General Provisions.

ORIGINAL SIGNATURE ON FILE  
Julie Matthews, State Contract Administrator

12/28/2012  
Effective Date

**WSCA/NASPO MASTER AGREEMENT**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**  
**USER INSTRUCTIONS**

<b>SUMMARY OF CHANGES</b>		
<b>Supplement No.</b>	<b>Description/Articles</b>	<b>Supplement Date</b>
1	Supplement 1 changes include: <ul style="list-style-type: none"><li>• Supplement 1 replaces and supersedes the previous user instructions version.</li><li>• State Contract Administrator has been changed. The new State Contract Administrator is Julie Matthews. See Article #4 for complete information.</li><li>• Individual Unit/Configuration limits identified. See Article #5 for complete information.</li><li>• Attachment A – Modified to include updated contractor contact information, contract links and term dates.</li></ul>	12/28/2012

**WSCA/NASPO MASTER AGREEMENT**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**  
**USER INSTRUCTIONS**

**1. OVERVIEW/SCOPE**

The purpose of these WSCA/NASPO Master Price Agreements is to provide purchasing vehicles for Computer Equipment, Software, Peripherals and Related Services for all State departments and local governmental agencies. While the State of California makes these WSCA/NASPO Master Price Agreements available to local governmental agencies, each local agency should make its own determination of whether use of these WSCA/NASPO Master Price Agreements is consistent with its procurement policies and regulations.

The Department of General Services, Procurement Division (DGS/PD) has executed 17 individual WSCA/NASPO Participating Addendums (PA) with suppliers who currently hold WSCA/NASPO Master Agreement contracts with the State of Minnesota for Computer Equipment, Software, Peripherals and Related Services. State departments and local governmental agencies may conduct business with any of the following 17 contractors:

<b>WSCA/NASPO Contract Listing**</b>		
<b>PA/Contract No.</b>	<b>Contractor</b>	<b>Products/Services</b>
B27157	Ace Technology Partners	PC (including printers/server-storage)
B27159	Computer Technology Link Corp.	PC (including printers/server-storage)
B27160	Dell Marketing L.P.	PC (including printers/server-storage)
B27161	EMC Corporation	Server Storage
B27162	Fujitsu America, Inc.	PC (including printers/server-storage)
B27164	Hewlett-Packard Company	PC (including printers/server-storage)
B27165	Howard Technology Solutions	PC (including printers/server-storage)
B27166	IBM	Server Storage
B27168	Lenovo (United States), Inc.	PC (including printers/server-storage)
B27169	Lexmark International, Inc.	Printer
B27170	Netapp, Inc.	Server Storage
B27173	Quantum Corporation	Server Storage
B27174	Ricoh Americas Corporation	Printer
B27176	Toshiba America	PC (including printers/server-storage)
B27177	Transource Services Corp.	PC (including printers/server-storage)
B27178	Xerox Corporation	Printer
B27179	Xiotech Corporation	Server Storage

*\*\*Refer to Attachment A for specific contract information*

**2. WSCA/NAPSO BASE CONTRACTS**

The California Participating Addendums outlined above are based on some or all of the products, services and prices from WSCA/NASPO Computer Equipment, Software, Peripherals and Related Services Master Agreements issued by the State of Minnesota. Copies of the WSCA/NASPO Master Agreements are available at: [http://www.mmd.admin.state.mn.us/wsca/2009-2014\\_contracts.asp](http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp).

**3. CONTRACT TERM**

Refer to Attachment A for the term dates for each contract.

Note: Order placement and contract execution shall be on or before the expiration date of the PA. Delivery of the products and services must be completed within one (1) year after the PA expiration date.

**WSCA/NASPO MASTER AGREEMENT**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**  
**USER INSTRUCTIONS**

**4. STATE CONTRACT ADMINISTRATOR (DGS/PD)**

Department of General Services, Procurement Division  
Multiple Awards Program – WSCA  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605

**Contact:** Julie Matthews  
**Telephone:** (916) 375-4612  
**Facsimile:** (916) 375-4663  
**Email:** [Julie.Matthews@dgs.ca.gov](mailto:Julie.Matthews@dgs.ca.gov)

**5. GUIDELINES/RULES**

**A. State Departments**

- The use of this contract is optional for all State of California departments.
- State departments must comply with the Article #5 (USAGE RESTRICTIONS).
- Ordering State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

**B. Local Governmental Agencies**

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:

**WSCA/NASPO MASTER AGREEMENT**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**  
**USER INSTRUCTIONS**

- Local governmental agency
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

DGS Billing Code Contact: [BillCodesCMAS@dgs.ca.gov](mailto:BillCodesCMAS@dgs.ca.gov)

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

**6. USAGE RESTRICTIONS (for State Departments only)**

- A. WSCA Program Dollar Limitation: Unlimited
- B. Unit/Configuration Limits: Individual unit/configuration limitations are as follows:
- Servers and Storage (SANs, etc.) - Not to exceed \$300,000 each
  - Desktops - Not to exceed \$100,000 each
  - Printers (of all types) - Not exceed \$50,000 each
  - Monitors - Not exceed \$50,000 each

The MN WSCA defines a configuration as, "In most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work."

**Note:** These unit/configuration limits ARE NOT a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration.

- C. Mandatory Statewide Contracts: State departments are restricted from using WSCA/NASPO contracts in accordance with Management Memo #05-11, except for those categories not offered under California statewide mandatory contracts for IT Hardware. See link below for listings of California statewide mandatory contracts:  
<http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>
- D. Management Memos: All orders are subject to most current Management Memo (Currently MM 08-05 including supplements), or whichever Management Memo is in effect at the time a purchase order is issued. Go to DGS/PD web site [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) to obtain a copy of the most current Management Memo.
- E. Offers: Ordering agencies are not required to obtain three offers, however cost should be a consideration.

**7. PRICING**

Refer to Attachment A for contract items and pricing. Ordering agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information.

**8. EXECUTING THE PURCHASE ORDER**

**The State of California Participating Addendum number must be shown on the purchase order.**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

**WSCA/NASPO MASTER AGREEMENT**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**  
**USER INSTRUCTIONS**

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: <http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf>

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.

As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

**9. PURCHASE ORDER DISTRIBUTION**

For state agencies, copies of the STD. 65, with original signatures, must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. For local agencies, copies of purchase orders are not required.

Department of General Services  
Procurement Division  
Data Entry Unit-Second Floor North  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
IMS: Z-1

State Controller's Office  
3301 C Street, Room 404  
Sacramento, CA 95814  
Attn: Audit Unit

**10. PAYMENT**

- A. Terms – Refer to Attachment A. Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.
- B. CAL-Card Use – State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 8 (Purchase Execution) and must include all required documentation applicable to the purchase.

**WSCA/NASPO MASTER AGREEMENT**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**  
**USER INSTRUCTIONS**

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

- C. Payee Data Record - Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

**11. CALIFORNIA SELLER'S PERMIT**

Refer to Attachment A.

State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

**12. TERMINATION**

Any State or Local agency may terminate any order against this agreement upon 30 days notice, provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

**13. DGS ADMINISTRATIVE FEE**

Ordering agencies will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

# Purchase Order

# PURCHASING

Form No. 502-083

THIS PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE : P.O. # **63614** Page: 1

DATE ISSUED 07/23/2014	ACCT PAYABLE PHONE NO. 310 842-4220 EXT. 4370	BID/QUOTE/CONTRACT NO.	QUOTE BY	DELIVERY HOURS 7:30 AM - 4:30 PM (Mon.-Fri.)	DUE DATE 07/23/2014
BUYER Jauregui, Sylvia - Culver City	BUYER FAX NO 310 842-4322	VENDOR NO 0000016547	VENDOR PHONE NO 949-596-7787	VENDOR FAX NO SHIP VIA UPS	FOB DES
BUYER PHONE NUMBER 310 842-4220 EXT. 4357	REQUESTOR NAME	PO TERMS Net 30 Days	WAREHOUSE INSTRUCTIONS (DELIVER TO) Technology Department		

FROM <b>CULVER CITY UNIFIED SD</b> 4034 Irving Place Culver City CA 90232-2848	TO PRESIDIO INX, LLC, A PRESIDIO COMPANY ATTN: YONG KIM 4590 MACARTHUR BLVD., STE. 175 NEWPORT BEACH CA 92660	SHIP TO Central Warehouse 3939 Van Buren Place Culver City CA 90232-2848	DISTRICT NO 64444	FISCAL YEAR 14-15
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LINE/SCHD	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
1 - 1	LIC-MX100-SEC- 3YR (DO FIREWALL LICENSE)	1.00	EA	5,800.0000	5,800.00
2 - 1	MS100-HW (DO FIREWALL DEVICE) DISTRICT TAG #: 6972	1.00	EA	2,897.0000	2,897.00
3 - 1	LIC-MX80-SEC-3YR (HS, MS, EM, ER, LB FIREWALL LICENSE)	5.00	EA	2,320.0000	11,600.00
4 - 1	MX80-HW (HS, EM, ER, LB FIREWALL DEVICE) DISTRICT TAG #S: 6973 - 6977	5.00	EA	1,157.1000	5,785.50
5 - 1	LIC-MS420-24-5YR (HS, MS ROUTER LICENSE)	2.00	EA	2,088.0000	4,176.00
6 - 1	MS420-24-HW (HS, MS, ROUTER DEVICE) DISTRICT TAG #S: 6978 - 6979	2.00	EA	12,525.1000	25,050.20



# Purchase Order

Form No. 502-083

THIS PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE : P.O. #

**63614**

Page: 2

DATE ISSUED 07/23/2014	ACCT PAYABLE PHONE NO. 310.842-4220 EXT. 4370	BID/QUOTE/CONTRACT NO.	QUOTE BY	DELIVERY HOURS 7:30 AM - 4:30 PM (Mon.-Fri.)	DUE DATE 07/23/2014	
BUYER Jauregui, Sylvia - Culver City	BUYER FAX NO 310.842-4322	VENDOR NO 0000016547	VENDOR PHONE NO 949-596-7787	VENDOR FAX NO UPS	FOB DES	
BUYER PHONE NUMBER 310.842-4220 EXT. 4357	REQUESTOR NAME	PO TERMS Net 30 Days	WAREHOUSE INSTRUCTIONS (DELIVER TO) Technology Department			
FROM <b>CULVER CITY UNIFIED SD</b> 4034 Irving Place Culver City CA 90232-2848	TO PRESIDIO INX, LLC, A PRESIDIO COMPANY ATTN: YONG KIM 4590 MACARTHUR BLVD., STE. 175 NEWPORT BEACH CA 92660	SHIP TO Central Warehouse 3939 Van Buren Place Culver City CA 90232-2848		DISTRICT NO 64444	FISCAL YEAR 14-15	
LINE/SCHD ITEM DESCRIPTION			QTY	UNIT	COST	EXTENSION

7 - 1	LIC-MS220-48-5YR (48 PORT SWITCH LICENSE)	9.00	EA	365.4000	3,288.60
8 - 1	MS220-48-HW (48 PORT SWITCH) DISTRICT TAG #S: 6980 - 6988	9.00	EA	2,189.5000	19,705.50
9 - 1	LIC-MS220-24-5YR (24 PORT SWITCH LICENSE)	56.00	EA	208.8000	11,692.80
10 - 1	MS220-24-HW (24 PORT SWITCH) DISTRICT TAG #S: 6989 - 7044	56.00	EA	1,249.9000	69,994.40
11 - 1	LIC-MS320-24-5YR (EM, ER, FR, LB, LH ROUTER LICENSE)	4.00	EA	513.3000	2,053.20
12 - 1	MS320-24-HW (EM, ER, FR, LB, LH ROUTER DEVICE) DISTRICT TAG #S: 7045 - 7048	4.00	EA	3,076.9000	12,307.60

# Purchase Order

Form No. 502-083

THIS PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE : P.O. # **63614**

Page: 3

DATE ISSUED 07/23/2014	ACCT PAYABLE PHONE NO. 310 842-4220 EXT. 4370	BID/QUOTE/CONTRACT NO.	QUOTE BY	DELIVERY HOURS 7:30 AM - 4:30 PM (Mon.-Fri.)	DUE DATE 07/23/2014
BUYER Jauregui, Sylvia - Culver City	BUYER FAX NO 310 842-4322	VENDOR NO 0000016547	VENDOR PHONE NO 949-596-7787	VENDOR FAX NO UPS	FOB DES
BUYER PHONE NUMBER 310 842-4220 EXT. 4357	REQUESTOR NAME	PO TERMS Net 30 Days	WAREHOUSE INSTRUCTIONS (DELIVER TO) Technology Department		

FROM <b>CULVER CITY UNIFIED SD</b> 4034 Irving Place Culver City CA 90232-2848	TO PRESIDIO INX, LLC, A PRESIDIO COMPANY ATTN: YONG KIM 4590 MACARTHUR BLVD., STE. 175 NEWPORT BEACH CA 92660	SHIP TO Central Warehouse 3939 Van Buren Place Culver City CA 90232-2848	DISTRICT NO 64444	FISCAL YEAR 14-15
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LINE/SCHD	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
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13 - 1	LIC-MS320-24-5YR (TESTER LICENSE)	1.00	EA	0.0000	0.00
14 - 1	MS320-24-HW (TESTER DEVICE)	1.00	EA	0.0000	0.00
15 - 1	MA-SFP-1GB-SX (FIBER TRANSCEIVER)	50.00	EA	57.0000	2,850.00
16 - 1	MA-SFP-1GB-TX (ETHERNET TRANSCEIVER)	2.00	EA	72.2000	144.40
17 - 1	PS-SVC-FF (CONFIGURATION/INSTALLATION SUPPORT)	1.00	EA	20,000.0000	20,000.00

REFERENCE ATTACHED QUOTE #: 11522413-07 DATED 6/4/14

CONTACT: ROBERT QUINN

TECHNOLOGY DEPT - PURCHASE REQUISITION #: 38807 - 38808 DATED 7/15/14

Sub Total  
Total Tax Amount  
Total Frt Amount  
Total PO Amount

197,345.20  
16,847.77  
1,000.00  
215,192.97

# Purchase Order

Form No. 502-083

THIS PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE : P.O. #

**63614**

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DATE ISSUED 07/23/2014	ACCT PAYABLE PHONE NO. 310 842-4220 EXT. 4370	BID/QUOTE/CONTRACT NO.	QUOTE BY	DELIVERY HOURS 7:30 AM - 4:30 PM (Mon.-Fri.)	DUE DATE 07/23/2014
BUYER Jauregui, Sylvia - Culver City	BUYER FAX NO 310 842-4322	VENDOR NO 0000016547	VENDOR PHONE NO 949-596-7787	VENDOR FAX NO SHIP VIA UPS	FOB DES
BUYER PHONE NUMBER 310 842-4220 EXT. 4357	REQUESTOR NAME	PO TERMS Net 30 Days	WAREHOUSE INSTRUCTIONS (DELIVER TO) Technology Department	DISTRICT NO 64444	

FROM	TO	SHIP TO	DISTRICT NO
<b>CULVER CITY UNIFIED SD</b> 4034 Irving Place Culver City CA 90232-2848	PRESIDIO INX, LLC, A PRESIDIO COMPANY ATTN: YONG KIM 4590 MACARTHUR BLVD., STE. 175 NEWPORT BEACH CA 92660	Central Warehouse 3939 Van Buren Place Culver City CA 90232-2848	FISCAL YEAR 14-15

LINE/SCHD	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
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01.0 -00000.0-00000-77000-4410-0005020 -RQ:	\$ 152,787.43	01.0 -00000.0-00000-77000-5630-0005020 -RQ:	\$	19,367.04
01.0 -00000.0-00000-77000-5810-0005020 -RQ:	\$ 43,038.50			

AUTHORIZED/APPROVAL SIGNATURE

# PRESIDIO™

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Title: Meraki Gear

To: Robert Quinn

Culver City Unified School District  
4034 Irving Place  
Culver City, CA 90232

From: Yong Kim

Presidio Networked Solutions Group, LLC  
4590 MacArthur Blvd.  
Ste. 175  
Newport Beach, CA 92660

Phone: 310-842-4306

Email: robertquinn@ccusd.org

Phone: 949.596.7787

Fax:

Email: ykim@presidio.com

Account Manager: Yong Kim

Ship To: Culver City Union School District - Central Warehouse  
3939 Van Buren Place  
Culver City, CA 90232-2848

Contact:

Phone:

Email:

#	Part #	Description	Qty	Price	Ext Price
<b>MX100</b>					
1	LIC-MX100-SEC-3YR	MX100 SECURITY LICs QTY 1000	1	\$5,800.00	\$5,800.00
2	MX100-HW	MX100 SECURITY APPL QTY 100	1	\$2,897.10	\$2,897.10
				<b>Total (MX100)</b>	<b>\$8,697.10</b>
<b>MX80</b>					
3	LIC-MX80-SEC-3YR	3YR MERAKI MX80 ADV SEC LIC	5	\$2,320.00	\$11,600.00
4	MX80-HW	MERAKI MX80 SECURITY APPLIANCE	5	\$1,157.10	\$5,785.50
				<b>Total (MX80)</b>	<b>\$17,385.50</b>
<b>MS420-24</b>					
5	LIC-MS420-24-5YR	MS420-24 ENT LICs AND 5YR SUP	2	\$2,088.00	\$4,176.00
6	MS420-24-HW	CLD MNGD 24X SFP+ AGG SWITCH	2	\$12,525.10	\$25,050.20
				<b>Total (MS420-24)</b>	<b>\$29,226.20</b>
<b>MS220-48</b>					
7	LIC-MS220-48-5YR	MS220-48 ENT LICs AND 5YR SUP	9	\$365.40	\$3,288.60
8	MS220-48-HW	L2 48PORT CLOUD MNG 10/100/1000	9	\$2,189.50	\$19,705.50
				<b>Total (MS220-48)</b>	<b>\$22,994.10</b>
<b>MS220-24</b>					
9	LIC-MS220-24-5YR	MS220-24 ENT LICs AND 5YR SUP	56	\$208.80	\$11,692.80
10	MS220-24-HW	L2 24PORT CLOUD MNG 10/100/1000	56	\$1,249.90	\$69,994.40
				<b>Total (MS220-24)</b>	<b>\$81,687.20</b>

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MS320-24					
11	LIC-MS320-24-5YR	MS320-24 ENT LICs AND 5YR SUP	4	\$513.30	\$2,053.20
12	MS320-24-HW	L3 24PORT CLOUD MNG 10/100/1000	4	\$3,076.90	\$12,307.60
				<b>Total MS320-24</b>	<b>\$12,820.80</b>

TO RECEIVE THIS MERAKI MS320 AT NO CHARGE PO MUST BE ISSUED TO PRESIDIO NO LATER THEN 7/18/2014					
13	LIC-MS320-24-5YR	MS320-24 ENT LICs AND 5YR SUP	1	\$0.00	\$0.00
14	MS320-24-HW	L3 24PORT CLOUD MNG 10/100/1000	1	\$0.00	\$0.00
				<b>Total TO RECEIVE THIS MERAKI MS320 AT NO CHARGE PO MUST BE ISSUED TO PRESIDIO NO LATER THEN 7/18/2014</b>	<b>\$0.00</b>

SFP					
15	MA-SFP-1GB-SX	1GBE SFP SX FIBER MOD QTY 100	50	\$57.00	\$2,850.00
16	MA-SFP-1GB-TX	1GBE SFP TX COPPER MOD QTY 100	2	\$72.20	\$144.40
				<b>Total SFPs</b>	<b>\$2,994.40</b>

Professional Services					
17	PS-SVC-FF	Fixed Fee for Presidio employee labor	1.00	\$20,000.00	\$20,000.00
				<b>Total Professional Services</b>	<b>\$20,000.00</b>

				<b>Sub Total:</b>	<b>\$197,345.30</b>
				<b>Shipping:</b>	<b>\$1,000.00</b>
				<b>Estimated Tax:</b>	<b>\$16,942.80</b>
				<b>Grand Total:</b>	<b>\$215,288.10</b>

\*\*\* Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change.

California WSCA/NASPO Cisco/IronPort AR-233

Quote valid for 30 days unless otherwise noted.

## Additional Terms

The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO'S performance of such purchase order shall not constitute Presidio Networked Solutions Group, LLC's (" Presidio Networked Solutions Group, LLC" or "PRESIDIO") acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment. PRESIDIO shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL. Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.
2. **Purchase of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. **Limitations of Warranties.** PRESIDIO warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. **Intellectual Property.** CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. **Non-Solicitation Provision.** During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire such an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
8. **Equal Opportunity/Affirmative Action Employer.** PRESIDIO is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
9. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and PRESIDIO Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
10. **Document Control/Responsibility.** CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT'S data. PRESIDIO is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage due to any outside factor, i.e. software virus.
11. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
12. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.
13. **CLIENT Credit.** As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that PRESIDIO that PRESIDIO has the right to obtain the credit history of the applicant and

# PRESIDIO™

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authorizes PRESIDIO to secure such information by its signature herein.

14. Financing. In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to PRESIDIO and for providing all requisite information and documentation to the third party financing/leasing company.

15. Miscellaneous. This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

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Customer Signature

Date

**BOARD REPORT**

**8/26/14  
14.3e**

**14.3e Rejection of Claim**

The District has received Claim #14-16862 JT for alleged damages sustained in an incident on May 15, 2014. CorVel Corporation, the District's claim examiner, has reviewed the claim and it is recommended that the claim be rejected.

**RECOMMENDED MOTION:** That the Board of Education authorize the Assistant Superintendent of Business Services to reject Claim #14-16862 JT.

**Moved by:**

**Seconded by:**

**Vote:**



**14.3f Resolution #2/2014-15 – Bond Issuance**

An election was held in the Culver City Unified School District on June 3, 2014 (the “Election”) for the issuance and sale of general obligation bonds (“Bonds”) of the District for various purposes in the maximum amount of \$106,000,000 (the “Measure CC”). The District now desires to issue its first series of Bonds under Measure CC in an amount not-to-exceed \$26,500,000.

(a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of a Notice Inviting Proposals for Purchase of Bonds, a Notice of Intention to Sell, and a form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$26,500,000). The resolution only approves the issuance of the Bonds as Current Interest Bonds. Section 3 authorizes the bonds to be sold at a competitive sale, and authorizes Keygent, LLC, the District’s Financial Advisor, to solicit bids from prospective bidders, and award the sale of the Bonds on the basis of the lowest true interest cost.

(b) Notice Inviting Bids; Notice of Intention to Sell. The Resolution includes as Appendices C, D, and E the forms of a Notice Inviting Bids for Proposals for Purchase of Bonds and a Notice of Intention Sell. The Resolution authorizes the District’s Financial Advisor to distribute the Notice Inviting Proposals to prospective bidders and to cause the Notice of Intention to Sell to be published in the Bond Buyer, a national municipal securities newspaper, to satisfy applicable legal requirements. The Notice Inviting Proposals sets forth certain conditions of closing the transaction, including certain of the documentation to be provided at the closing by various parties.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement (“POS”) is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District’s tax base (upon which such *ad valorem* taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

**RECOMMENDED MOTION:**

That the Board of Education adopt Resolution #2/2014-15 authorizing the issuance of Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A, and actions related thereto.

**Moved by:**

**Seconded by:**

**Vote:**

RESOLUTION NO. 2 / 2014-2015

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE CULVER CITY UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CULVER CITY UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called election was held in the Culver City Unified School District (the "District"), Los Angeles County (the "County"), State of California, on June 3, 2014 (the "Election") and thereafter canvassed pursuant to law;

**WHEREAS**, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$106,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "Authorization");

**WHEREAS**, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to issue the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$26,500,000, and to be styled as "Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A" (the "Bonds");

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Government Code"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Bonds Current Interest Bonds (as such terms are defined herein);

**WHEREAS**, the District has not filed with nor received from the County office of education having jurisdiction over the District a qualified or negative certification in its most recent interim financial report pursuant to Section 42131 of the California Education Code (the "Education Code");

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

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

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE CULVER CITY UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code and orders such Bonds sold at a competitive sale in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designation if more than one Series is issued, such that the Bonds shall be dated as of a date to be determined by the Authorized Officers (defined below), shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined herein), and shall be in an aggregate principal amount not-to-exceed \$26,500,000, for some or all of the purposes authorized at the Election (the "Projects").

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

**SECTION 3. Approval of the Notice Inviting Proposals for Purchase of Bonds.** The competitive sale of the Bonds shall be undertaken pursuant to the Notice Inviting Proposals for Purchase of Bonds (including the Bid Form), and the Notice of Intention To Sell, set forth in Exhibits C, D and E hereto. The Superintendent of the District (the "Superintendent") or the Assistant Superintendent, Business Services (the "Assistant Superintendent," and together with the Superintendent, the "Authorized Officers") each alone, are hereby authorized to execute the Notice of Intention to Sell attached hereto as Exhibit E (the "Notice of Intention") and to cause the Notice of Intention to be published in The Bond Buyer once at least five (5) days prior to the date set to receive bids.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Proposals for Purchase of Bonds. The Board shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the principal amount of the Bonds does not exceed \$26,500,000 and the true interest cost does not exceed 6%.

Keygent LLC, the financial advisor to the District (the "Financial Advisor"), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Proposals for Purchase of Bonds (including the Bid Form) and a reasonable number of copies of the Official Statement.

The Board hereby approves the competitive sale of the Bonds and determines that a competitive sale contributes to the District's goal of achieving the lowest overall cost of funds. The

Board estimates that the costs associated with the issuance and purchase of the Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Proposals for Purchase of Bonds, will equal approximately 1.85% of the principal amount of the Bonds.

The Financial Advisor and/or Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Proposals for Purchase of Bonds and to present the same to the Authorized Officers. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Proposals for Purchase of Bonds; to cause said bids to be examined for compliance with the Notice Inviting Proposals for Purchase of Bonds; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Proposals for Purchase of Bonds, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

**SECTION 4. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means, unless otherwise provided by the Official Statement, February 1 and August 1 of each year commencing February 1, 2015 with respect to interest on the Bonds, and the stated maturity dates of Bonds with respect to payments of Principal of the Bonds.

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

(e) **"Code"** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

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

(g) **"Current Interest Bonds"** means bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Official Statement.

(h) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 5(c) hereof.

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

(k) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(l) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 5 hereof.

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

(n) **“Long Current Interest Bonds”** means Current Interest Bonds with a maturity greater than 30 years.

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

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(q) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not

treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(r) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 16 hereof.

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

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

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution.

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

(u) **“Paying Agent”** means, initially, the Treasurer, and afterwards any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds. The Treasurer is authorized to contract with any third party to perform the service of Paying Agent hereunder.

(v) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool described above, and (vi) State and Local Government Series Securities.

(w) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(x) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(y) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion

of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(z) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

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

(bb) **“S&P”** means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

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

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

(ee) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Official Statement.

(ff) **“Transfer Amount”** means, with respect to any Outstanding Bond, the Principal Amount.

(gg) **“Treasurer”** means the Treasurer and Tax Collector of the County, or other comparable officer of the County.

## **SECTION 5. Terms of the Bonds.**

(a) **Denomination, Interest, Dated Dates and Terms.** The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest at the rates set forth in the Official Statement, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.



(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Official Statement.

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

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

(iii) Redemption Notice. When redemption is authorized pursuant to Section 5(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds (or portions thereof). Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

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

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

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

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

(d) Provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

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

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 5(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 18 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

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

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 18 hereof so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption

date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

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

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in authorized denominations. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to

substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

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

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

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

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

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

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 6. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of or Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or

obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 7. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

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

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

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

**SECTION 8. Payment.** Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 9. Form of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement and to correct any defect or inconsistency therein or to cure any ambiguity or omission therein.

**SECTION 10. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

**SECTION 11. Deposit of Proceeds of Bonds.** (a) The purchase price received from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Culver City Unified School District Election of 2014 General Obligation Bonds, Series A Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one Series. The purchase price received to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Culver City Unified School District Election of 2014 General Obligation Bonds, Series A Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts if the Bonds are issued in more than one Series. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the purchaser upon the sale of the Bonds, or from the Principal Amount of the Bonds. To the extent costs of issuance are paid from such proceeds, the District, may direct that a portion of the proceeds of the Bonds received from the purchaser, in an amount not to exceed 2.0% of the Principal Amount of the Bonds, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.



(b) Moneys in the Debt Service Fund and the Building Fund shall be invested, after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with

respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.

**SECTION 12. Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Culver City Unified School District Election of 2014 General Obligation Bonds, Series A Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

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

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

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

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

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

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

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

**SECTION 13. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby pledged to the payment of the Principal of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC

will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

**SECTION 14. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 15. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 16. Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Financial Advisor, as the case may be, to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the purchaser of the Bonds a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

**SECTION 17. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 18. Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

- (a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service

Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

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

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

For purposes of this Section, Government Obligations shall mean:

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

**SECTION 19. Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 20. Indemnification of County.** The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with

regard to the County's responsibilities under Section 22 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County's responsibilities under Section 22 hereof.

**SECTION 21. Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

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

**SECTION 23. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Keygent LLC as the Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Official Statement.

(d) Based on the information provided to this Board regarding the projects expected to be financed from proceeds of the Bonds, the Board hereby finds that, to the extent the issuance of Bonds includes Long Current Interest Bonds (as defined herein), the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds, as shall be further evidenced by a certificate of the District substantially in the form attached as Exhibit B hereto.

**SECTION 24. Resolution to County Treasurer-Tax Collector.** The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and the Auditor-Controller of the County immediately following its adoption.

**SECTION 25. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and

modifications thereto as shall be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder 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. Noncompliance with this Section shall not result in acceleration of the Bonds.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 27. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

**SECTION 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 26th day of August 2014, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

\_\_\_\_\_  
President of the Board of Education,  
Culver City Unified School District

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Education,  
Culver City Unified School District

SECRETARY'S CERTIFICATE

I, David LaRose, Superintendent of and Secretary to the Board of Education of the Culver City Unified School District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on August 26, 2014, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

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

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

Dated: \_\_\_\_\_, 2014

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Superintendent and Secretary to the Board of Education  
of the Culver City Unified School District



**EXHIBIT A**  
**FORM OF BONDS**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**CULVER CITY UNIFIED SCHOOL DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES A**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____ % per annum	August 1, 20__	_____, 20__	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Culver City Unified School District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2015, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as the agent of the Treasurer and Tax Collector of the County. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on June 3, 2014 (the "Election"), upon the question of issuing bonds in the amount of

\$106,000,000 and the resolution of the Board of Education of the District adopted on August 26, 2014 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

Redemption Dates

Principal Amounts

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than

all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

**IN WITNESS WHEREOF**, the Culver City Unified School District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Education of the District, all as of the date stated above.

**CULVER CITY UNIFIED SCHOOL DISTRICT**

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

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Education

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2014.

By: U.S. BANK NATIONAL ASSOCIATION, as the agent of the Treasurer and Tax Collector of Los Angeles County, as Paying Agent

\_\_\_\_\_  
Authorized Officer

ASSIGNMENT

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

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

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

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

LEGAL OPINION

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

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Education

EXHIBIT B

FORM OF CERTIFICATION REGARDING USEFUL LIFE

§ \_\_\_\_\_  
CULVER CITY UNIFIED SCHOOL DISTRICT  
(Los Angeles County, California)  
Election of 2014 General Obligation Bonds, Series A

CERTIFICATE PURSUANT TO GOVERNMENT CODE SECTION 53508.6

I, [Name of Authorized Officer], as [Title of Authorized Officer] of the Culver City Unified School District (the "District"), do hereby certify on behalf of the District in accordance with Section 53508.6 of the Government Code of the State of California (the "Code"), in connection with the issuance of the above-captioned Bonds (the "Bonds"), authorized to be issued pursuant a resolution of the Board of Education adopted on August 26, 2014 (the "Resolution"), and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 *et seq.*, as amended:

1. I have reviewed the schedule of maturities of the Bonds provided by \_\_\_\_\_, as the [purchaser in connection with the issuance of the Bonds], and such issuance includes Long Current Interest Bonds (as such term is defined in the Resolution).

2. I am familiar with the construction, reconstruction, rehabilitation and/or replacement of District facilities (collectively, the "Project") expected to be financed with proceeds of the Long Current Interest Bonds.

3. As of the date hereof, I hereby find that the useful life of the Project expected to be financed with such Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds.

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

CULVER CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
[Name of Authorized Officer]  
[Title of Authorized Officer]

**EXHIBIT C**

**NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS**

**\$26,500,000\***

**CULVER CITY UNIFIED SCHOOL DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES A**

**NOTICE IS HEREBY GIVEN** that sealed unconditioned proposals will be received to and including the hour of 9:00 a.m., Pacific Standard Time, on September \_\_, 2014, at the offices of Keygent LLC, 999 N. Sepulveda Blvd., Suite 500, El Segundo, California 90245 (the "Financial Advisor"), in the manner described below, for the purchase of all, but not less than all, of \$26,500,000\* principal amount of Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A (the "Bonds"). Proposals must be submitted electronically via i-Deal LLC's ("i-Deal") Parity Electronic Bid Submission System ("PARITY"), a division of Thomson Information Services, Inc., in the manner described below, for the purchase of all, but not less than all, of \$26,500,000\* principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the Culver City Unified School District (the "District") and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)).

**I. Issue:**

The Bonds will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at the rate or rates such that the true interest cost (the "TIC") shall not exceed 6%, with interest payable on February 1, 2015 and semiannually on February 1 and August 1 of each year during the term of each of the Bonds. The Bonds will mature on August 1 in each of the years set forth in the following schedule:

<b><u>MATURITY</u></b>	<b><u>PRINCIPAL</u></b>
<b><u>DATE</u></b>	<b><u>AMOUNT*</u></b>

**II. Option to Elect Term Bonds:**

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election in their bid. The election to create term bonds in such manner will require the creation of a

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\* Preliminary, subject to change.

mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

### **III. Adjustment of Principal Amounts:**

The estimated principal amounts of each maturity of Bonds set forth above reflect certain assumptions of the District and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Assistant Superintendent, Business Services, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in \$5,000 increments of principal amounts. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the bonds. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

### **IV. Interest Rates:**

All bids for the purchase of the Bonds must state the rate or rates of interest to be paid for each maturity of bonds offered and bid price for such Bonds. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid for each maturity may not exceed eight percent (8%) per annum, and the TIC shall not exceed six percent (6%). Bidders may specify any number of different rates to be borne on the Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of 12 30-day months.

### **V. Redemption:**

The Bonds maturing on or before August 1, 2024 are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 2025 are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 2024, at a redemption price equal to the principal amount of the Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

### **VI. Notice of Redemption:**

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by U.S. Bank National Association, as the paying agent (the "Paying Agent") designated for this issue of Bonds; such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.



**VII. Costs of Issuance:**

[The winning bidder will not be required to pay any costs of issuance associated with the Bonds. Such costs of issuance, excluding the winning bidder's compensation, will be paid by the District solely from the aggregate proceeds of the Bonds eligible to be deposited into the Building Fund (as such term is defined in the Preliminary Official Statement) held by the County of Los Angeles on behalf of the District. The winning bidder's compensation will be paid by the District from the premium generated from the sale of the Bonds. The District reserves the right to instruct the winning bidder of the Bonds to retain from the premium generated from the sale of the Bonds an amount equal to the winning bidder's compensation. The District further reserves the right to instruct the winning bidder to wire a portion of the purchase price, in amount not to exceed 2% of the principal amount of the Bonds, to a cost of issuance custodian selected by the District.]

By the submission of its bid pursuant to the provisions hereof, each bidder will be deemed to have represented that its underwriting discount shall not exceed 1.0% of the principal amount of the Bonds.

**VIII. Premium/Discount Bonds:**

[The District has elected to deposit the premium generated from the sale of the Bonds, net of the winning bidder's compensation, into the debt service fund established therefor, to be used to pay interest on the Bonds.] Premium deposited into the debt service fund may not be used to pay principal of the Bonds. Bidders may not bid a price for more than \_\_\_% of the aggregate principal amount of the Bonds.

No bid submitted at a price less than the aggregate par value of the Bonds will be considered.

**IX. Registration of Bonds as to Principal and Interest and Place of Payment:**

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement.

**X. Authority:**

The Bonds will be issued pursuant to the Constitution and laws of the State of California and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California. The issuance of the Bonds was authorized by the requisite fifty-five percent vote of the qualified electors of the District voting at an election held on June 3, 2014.

**XI. Security:**

Both principal of and interest on the Bonds are payable solely from an unlimited *ad valorem* tax levied against all of the taxable property in the District.

## **XII. Form of Bid:**

All must be submitted electronically via PARITY, pursuant to the procedures described below, and all such bids shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Bonds. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Bid for Purchase of the Bonds.

## **XIII. Procedures Regarding Electronic Bidding:**

Bids must be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Bonds, until 9:00 a.m., California Time, on September \_\_, 2014, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Bonds, the terms of this Notice Inviting Proposals for Purchase of Bonds shall control. For further information about PARITY, potential bidders may contact the District's Financial Advisor, Chet Wang of Keygent LLC at (310) 322-4222 or PARITY at i-Deal at (212) 849-5021. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. Once the bids are communicated electronically via PARITY to the District as described herein, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Bonds. If a bid submitted electronically by PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals for Purchase of Bonds and the information that is electronically transmitted through PARITY (including information about the purchase price of the Bonds, the coupon interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site ([www.tm3.com](http://www.tm3.com)) no later than 1:00 P.M. (California Time) on the last business day prior to the date of sale. In such case, a substitute bidding arrangement will be described in an amended Notice Inviting Proposals for Purchase of Bonds.

4. For purposes of submitting all Bids for Purchase of the Bonds, the time as maintained on PARITY shall constitute the official time. No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Bonds.

5. Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Bonds. Neither the District nor i-Deal shall have any duty or

obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor i-Deal shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

**XIV. Estimate of True Interest Cost:**

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Education of the District.

**XV. Deposit:**

Except as otherwise provided below, a good faith deposit (the "Deposit") in the form of a certified, treasurer's or cashier's check drawn on a solvent commercial bank or trust company in the United States of America or a Financial Surety Bond issued by an insurance company licensed to issue such surety bond in the State of California, made payable to

Culver City Unified School District  
in the amount of  
\$26,500,000

is required for any bid to be accepted. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, such surety bond must be submitted to the District or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the winning bidder on the Bonds is determined to be a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its Deposit to the District in the form of a cashier's check (or wire transfer such amount as instructed by the District or its Financial Advisor) not later than 10:00 a.m. (California time) on the next business day following the bid opening. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the District to satisfy the Deposit requirement. If the apparent winning bidder on the Bonds is determined to be a bidder who has not submitted a Deposit in the form of a Financial Surety Bond or check, as provided above, the Financial Advisor will request the apparent winning bidder to immediately wire the Deposit (as provided in Section XXIII hereto) and provide the Federal wire reference number of such Deposit to the Financial Advisor within 90 minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Deposit in the form of a Financial Surety Bond or check, as provided above, or who alternatively has not provided a Federal wire reference number for the Deposit to the Financial Advisor.

No interest on the Deposit will accrue to any bidder. The Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Deposit plus any interest accrued on the Deposit will be retained by the District. Any investment income earned on the good faith deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Deposits accompanying

bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

**XVI. Qualification for Sale; Blue Sky:**

The purchaser will assume responsibility for taking any action necessary to qualify the Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Bonds, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the bonds for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. **The purchaser will not offer to sell, or solicit any offer to buy, the Bonds in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.**

**XVII. CUSIP Numbers and Other Fees:**

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be the purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, "— California Debt Advisory and Investment Commission" below).

**XVIII. Legal Opinion:**

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid by the District from the costs of issuance.

**XIX. Tax-Exempt Status:**

In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District, interest on the Bonds is not includable in the gross income of the Owners of the Bonds for federal income tax purposes, provided that such interest may be included in the calculation for certain taxes, including the corporate alternative minimum tax. Should changes in the law cause

Bond Counsel's opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

**XX. Certification of Reoffering Price:**

As soon as practicable, but not later than one day prior to the date of delivery of the Bonds, the successful bidder must submit to the District a certificate regarding the issue price of the Bonds, substantially in the form attached as Exhibit A hereto. The final form of such certificate shall be in a form and substance satisfactory to Bond Counsel, and shall include such additional information as may be required thereby.

**XXI. Award:**

The Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the coupon interest rate or rates and the purchase price specified in the bid. The best bid will be the bid that represents the lowest TIC to the District for the Bonds, taking into consideration the interest rate specified, and premium thereon, if any. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the date of delivery of such Bonds, results in an amount equal to the purchase price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Assistant Superintendent, Business Services, as described herein under "Adjustment of Principal Amounts," even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

**XXII. Prompt Award:**

The Assistant Superintendent, Business Services of the District, or his designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

**XXIII. Delivery:**

Delivery of the Bonds will be made to the purchaser through DTC upon payment of the purchase price in federal funds payable to or for the account of the District at the County of Los Angeles, Treasurer and Tax Collector, 500 West Temple Street, Los Angeles, California 90012, *Wire Transfer to:* \_\_\_\_\_, *crediting account name:* "Los Angeles County Treasurer" and *account number* \_\_\_\_\_, *Ref:* Culver City USD Election of 2014 GO Bonds, Series A, *Attn:* \_\_\_\_\_ (*phone:* (213) \_\_\_\_\_). The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser, on October \_\_, 2014.

#### **XXIV. California Debt Advisory and Investment Commission:**

The successful bidder will be required, pursuant to State of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

#### **XXV. No Litigation and Non-Arbitrage:**

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

#### **XXVI. Official Statement:**

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to Keygent LLC, 999 N. Sepulveda Blvd., Suite 500, El Segundo, California 90245, Attn: Chet Wang, [chet.wang@keygentcorp.com](mailto:chet.wang@keygentcorp.com), the District's Financial Advisor, or telephoned to said Financial Advisor at (310) 322-4222. Such Preliminary Official Statement, together with any supplements thereto, shall be in a form "deemed final" by the District for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final version thereof (the "Official Statement").

Each bidder must read the entire Preliminary Official Statement prior to bidding on the Bonds, to obtain information essential to the making of an informed decision to bid. This Notice Inviting Proposals for Purchase of Bonds contains certain information for general reference only, and is not a complete summary of the issue. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Copies of the Official Statement will be made available to the purchaser without charge, up to an amount of 10 copies, within seven business days of the date of sale and additional copies will be made available upon request at the purchaser's expense.

The District will deliver, at the closing, a certificate executed by an authorized officer of the District, acting in their official capacity, to the effect that the Official Statement does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The District undertakes that for a certain period of up to twenty-five (25) days following the end of the "underwriting period" as defined in Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (the "Rule"), it will (i) apprise the winning bidder if any event shall occur, or information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) if requested by the winning bidder, prepare a supplement to the final

Official Statement with respect to such event or information. The District will presume, unless notified in writing by the winning bidder, that the end of the underwriting period will occur on the date of the delivery of the Bonds. By making a bid on the Bonds, the winning bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District, and to file a copy of the final Official Statement, including any supplements prepared by the district, with the MSRB through its EMMA system (as provided by the Rule) within one business day after receipt thereof from the District or its designee, but in any event, no later than the date of closing and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and the MSRB governing the offering, sale and delivery of the Bonds to the ultimate purchasers.

**XXVII. Continuing Disclosure:**

In order to assist bidders in complying with the Rule, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of listed events enumerated therein. A description of this undertaking and a form of the Continuing Disclosure Certificate is included in the Preliminary Official Statement.

**XXVIII. Ratings:**

Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business and Moody's Investors Service have assigned to the Bonds the ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Financial Advisor. Such ratings reflect only the views of such organizations and explanation of the significance of such ratings may be obtained from them as follows: Standard & Poor's, 55 Water Street, New York, New York 10041, (212) 438-2000, and Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, (212) 553-1658. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

**XXIX. Right to Cancel, Postpone, or Reschedule Sale:**

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)) or *The Bond Buyer* not later than 1:00 p.m. (California time) on the day prior to the date bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

**XXX. Additional Information:**

Copies of the Notice Inviting Proposals for Purchase of Bonds, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Keygent LLC, Attn: Chet Wang, phone: (310) 322-4222, [chet.wang@keygentcorp.com](mailto:chet.wang@keygentcorp.com), the Financial Advisor to the District.

Dated: September \_\_, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Assistant Superintendent, Business Services



EXHIBIT A

§  
CULVER CITY UNIFIED SCHOOL DISTRICT  
(Los Angeles County, California)  
Election of 2014 General Obligation Bonds, Series A

CERTIFICATE OF THE PURCHASER

This Certificate is furnished by \_\_\_\_\_, as the purchaser (the "Purchaser") of the \$\_\_\_\_\_ aggregate stated principal amount of the Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A (the "Bonds"). The Purchaser hereby certifies and represents the following based upon the information available to it:

1. Issue Price.

As of the date of the competitive bid sale with respect to the Bonds (the "Sale Date"), the Purchaser reasonably expected to sell each maturity of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the prices listed on Schedule A.

(a) In our opinion, and based upon our estimate as of the date hereof, the issue prices of the Bonds set forth in Schedule A are within a reasonable range of, and should reflect, the fair market prices for such Bonds as of the Sale Date.

(b) As of the date of delivery of the Bonds, all of the Bonds have actually been offered to the general public at the prices listed in Schedule A.

(c) As of the Sale Date, at least 10% of each maturity of the Bonds were sold, or were reasonably expected to be sold, at the prices referred to in Schedule A.

All terms not defined herein have the meanings ascribed to those terms in the attached Tax Certificate.

Dated: \_\_\_\_\_, 2014 \_\_\_\_\_, as Purchaser

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

Schedule A

\$ \_\_\_\_\_  
CULVER CITY UNIFIED SCHOOL DISTRICT  
(Los Angeles County, California)  
Election of 2014 General Obligation Bonds, Series A

Price of Bonds Offered or Reasonably Expected  
To Be Offered To The General Public  
In A Bona Fide Public Offering

Maturity Date	Principal Amount	Interest Rate	Yield	Price

**EXHIBIT D**

BID FOR THE PURCHASE OF \$ \_\_\_\_\_  
CULVER CITY UNIFIED SCHOOL DISTRICT  
(Los Angeles County, California)  
Election of 2014 General Obligation Bonds, Series A

\_\_\_\_\_, 2014

Culver City Unified School District  
Culver City, California

On behalf of a group which we have formed consisting of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and pursuant to the Notice Inviting Proposals for Purchase of Bonds hereinafter mentioned, we offer to purchase all of the \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) principal amount of the Bonds designated as "Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A," maturing on August 1 in the years and amounts and bearing interest at the rate or rates set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT*</u>	<u>INTEREST RATE</u>	<u>INSURANCE</u>
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and to pay therefor the aggregate sum of \$ \_\_\_\_\_ (representing the \$ \_\_\_\_\_ principal amount of the Bonds, plus interest accrued on such Bonds to the date of delivery thereof, plus premium of \$ \_\_\_\_\_.)

\_\_\_\_\_  
\*Preliminary, subject to change. See "III. Adjustment of Principal Amounts" in the Notice Inviting Proposals for Purchase of Bonds.

We hereby elect to combine the maturities of Bonds maturing on the following dates to comprise term bonds:

<u>Redemption Dates</u>	<u>Maturity Date</u>
_____ through _____	August 1, 20__
_____ through _____	August 1, 20__
_____ through _____	August 1, 20__

This bid is submitted with our intention to purchase municipal bond insurance from \_\_\_\_\_ (fill in if applicable). Such insurance will be obtained at our expense.

This bid is made subject to all the terms and conditions of the Notice Inviting Proposals for Purchase of Bonds heretofore published, all of which terms and conditions are made a part hereof as fully as though set forth in full in this bid.

As specified in the Notice Inviting Proposals for Purchase of Bonds, this bid is subject to acceptance not later than 26 hours after the expiration of the time for the receipt of bids, and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation approving the validity of the Bonds will be furnished us (if we are the successful bidder) at the time of the delivery of the Bonds at the expense of the District.

There is submitted herewith a memorandum (which shall not constitute a part of this bid) stating the total true interest cost in dollars on the Bonds during the life of the issue under this bid, and the true interest rate determined thereby.

We have received and reviewed the Preliminary Official Statement with respect to the Bonds (the "Preliminary Official Statement") and as a condition to bidding on the Bonds, have determined that we can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

As of the date of award and as of the date of delivery of the Bonds, all members of our syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

We hereby request that \_\_\_\_\_ (not to exceed 10) printed copies of the Official Statement with respect to the Bonds be furnished to us in accordance with the terms of the Notice Inviting Proposals for Purchase of Bonds.

Respectfully submitted,

Name: \_\_\_\_\_  
(Account Manager)

By: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_

MEMORANDUM OF INTEREST COST: Under the above bid, the total true interest cost on the Bonds during the life of the issue is \$ \_\_\_\_\_ and the true interest rate determined thereby is \_\_\_\_\_%.

**EXHIBIT E**

**NOTICE OF INTENTION TO SELL**

\$26,500,000\*

**CULVER CITY UNIFIED SCHOOL DISTRICT**  
(Los Angeles County, California)  
Election of 2014 General Obligation Bonds, Series A

**NOTICE IS HEREBY GIVEN** that the Culver City Unified School District (the "District"), in Los Angeles County, California, intends to offer for public sale on September \_\_, 2014, at the hour of 9:00 a.m. Pacific Daylight Time, at the office of Keygent LLC, 999 North Sepulveda Boulevard, Suite 500, El Segundo, California 90245 not to exceed \$26,500,000\* principal amount of general obligation bonds of the District designated "Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A (the "Bonds"). Within 26 hours, the Assistant Superintendent, Business Services of the District will consider the bids received and, if acceptable bids are received, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received at a subsequent time and date to be determined by the District and publicized via PARITY, the Bond Buyer Wire or Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)).

**NOTICE IS HEREBY FURTHER GIVEN** that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Proposals for Purchase of the Bonds, dated September \_\_, 2014. Copies of the preliminary Official Statement and Notice Inviting Proposals for Purchase of Bonds and the form of bid relating to the Bonds will be furnished upon request made to Keygent LLC, 999 N. Sepulveda Blvd., Suite 500, El Segundo, California 90245, Attn: Chet Wang, phone: (310) 322-4222, [chet.wang@keygentcorp.com](mailto:chet.wang@keygentcorp.com), the Financial Advisor to the District for the Bonds.

Dated: September \_\_, 2014

**CULVER CITY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Assistant Superintendent, Business Services

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\* Preliminary, subject to change.

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: Moody's "\_\_\_"; S&P "\_\_\_"  
See "MISCELLANEOUS – Ratings" herein**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Bonds.*

\$ \_\_\_\_\_  
\*  
**CULVER CITY UNIFIED SCHOOL DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2014 General Obligation Bonds, Series A**

**Dated: Date of Delivery**

**Due: August 1, as shown on inside cover**

*This cover page contains certain information for general reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.*

The Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A (the "Bonds") were authorized at an election of the registered voters of the Culver City Unified School District (the "District") held on June 3, 2014, at which the requisite 55% or more of the persons voting on a proposition submitted thereto voted to authorize the issuance and sale of \$106,000,000 aggregate principal amount of general obligation bonds of the District. The Bonds are being issued to finance the repair, upgrading, acquisition, construction and equipping of certain District property and facilities and to pay the costs of issuing the Bonds.

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of Los Angeles County is empowered and obligated to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Bonds ("Beneficial Owners") will not receive certificates representing their interest in the Bonds. See "THE BONDS – Book-Entry Only System" herein.

The Bonds will be issued as current interest bonds. Interest on the Bonds accrues from the date of delivery of the Bonds (the "Date of Delivery"), and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2015.

Payments of principal of and interest on the Bonds will be made by the designated paying agent, bond registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the Beneficial Owners of the Bonds. U.S. Bank National Association has been appointed as agent of the Treasurer and Tax Collector of Los Angeles County to act as Paying Agent for the Bonds. See "THE BONDS – Book-Entry Only System" herein.

**The Bonds are subject to optional and mandatory sinking fund redemption prior to their stated maturity dates, as further described herein.\***

\_\_\_\_\_  
**Maturity Schedule\***  
**(See inside front cover)**  
\_\_\_\_\_

*Pursuant to the terms of a public sale on \_\_\_\_\_, 2014, the Bonds were awarded to \_\_\_\_\_, as underwriter therefor, at a True-Interest Cost of \_\_\_\_\_%. The Bonds are being offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel and Disclosure Counsel. The Bonds, in book-entry form, will be available through the facilities of the Depository Trust Company in New York, New York, on or about \_\_\_\_\_, 2014.*

Dated: \_\_\_\_\_, 2014

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

MATURITY SCHEDULE

\$ \_\_\_\_\_ \*  
CULVER CITY UNIFIED SCHOOL DISTRICT  
(Los Angeles County, California)  
Election of 2014 General Obligation Bonds, Series A

Base CUSIP<sup>(1)</sup>: 230345

\$ \_\_\_\_\_ Serial Bonds

<u>Maturity</u> ( <u>August 1</u> )	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP<sup>(1)</sup></u>
----------------------------------------	-----------------------------------	--------------------------------	--------------	----------------------------

\$ \_\_\_\_\_ - \_\_\_\_% Term Bonds, due August 1, 20\_\_, Yield \_\_\_\_%; CUSIP<sup>(1)</sup>: \_\_\_\_\_

\* Preliminary, subject to change.

<sup>(1)</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the Underwriter nor the District is responsible for the selection or correctness of the CUSIP numbers set forth herein.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)2 and 3(a)12, respectively, for the issuance and sale of such municipal securities. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein has been obtained from sources outside of the District which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The District maintains a website. However, the information presented on the District's website is not incorporated into this Official Statement by any reference, and should not be relied upon in making investment decisions with respect to the Bonds.



**CULVER CITY UNIFIED SCHOOL DISTRICT**

**Board of Education**

Laura Chardiet, *President*  
Nancy Goldberg, *Vice President*  
Steven M. Levin, *Clerk*  
Katherine Paspalis, *Parliamentarian*  
Susanne Robins, *Member*

**District Administration**

David LaRose, *Superintendent*  
Mike Reynolds, *Assistant Superintendent, Business Services*

**PROFESSIONAL SERVICES**

**Bond and Disclosure Counsel**

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
*San Francisco, California*

**Financial Advisor**

Keygent LLC  
*El Segundo, California*

**Paying Agent, Registrar and Transfer Agent**

U.S. Bank, National Association, as agent of the  
Treasurer and Tax Collector of the County of Los Angeles  
*Los Angeles, California*

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**CULVER CITY UNIFIED SCHOOL DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2014 General Obligation Bonds, Series A**

**INTRODUCTION**

This Official Statement, which includes the cover page and appendices hereto, provides information in connection with the sale of the Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A (the “Bonds”).

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside front cover page, and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.*

**The District**

The Culver City Unified School District (the “District”) was established in 1949. The District covers an area of approximately 5.4 square miles in Los Angeles County (the “County”) near the Pacific Ocean. The District operates five elementary schools, one middle school, one comprehensive high school, a continuation high school, an independent study center, a child development program, and an adult education program. For fiscal year 2014-15, the District's budgeted average daily attendance (“ADA”) is 6,448 students, and taxable property within the District has an assessed valuation of \$ \_\_\_\_\_.

The District is governed by a five-member Board of Education (the “Board”), each member of which is elected to a four-year term. Elections for positions on the Board are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Superintendent appointed by the Board who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. Mr. David LaRose is currently the District’s Superintendent.

See “TAX BASE FOR REPAYMENT OF BONDS” for more information regarding the District’s assessed valuation, and “CULVER CITY UNIFIED SCHOOL DISTRICT” and “GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION” herein for more information regarding the District generally.

**Purpose of the Bonds**

The Bonds are being issued to finance the repair, upgrading, acquisition, construction and equipping of certain District property and facilities and to pay the costs of issuing the Bonds. See “THE BONDS – Application and Investment of Bond Proceeds” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

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\* Preliminary, subject to change.

**Authority for Issuance of the Bonds**

The Bonds are issued pursuant to certain provisions of the California Government Code and other applicable law, and pursuant to a resolution adopted by the Board. See “THE BONDS – Authority for Issuance” herein.

**Sources of Payment for the Bonds**

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property within the District subject to taxation thereby, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See “THE BONDS – Security and Sources of Payment” and “TAX BASE FOR REPAYMENT OF BONDS” herein.

**Description of the Bonds**

**Form and Registration.** The Bonds will be issued in fully registered book-entry form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. See “THE BONDS – General Provisions” and “– Book-Entry Only System” herein. In the event that the book-entry only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution described herein. See “THE BONDS – Discontinuation of Book-Entry Only System; Payment to Beneficial Owners” herein. Purchasers of the Bonds (the “Beneficial Owners”) will not receive physical certificates representing their interests in the Bonds.

**So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the “Owners,” “Bondowners” or “Holders” of the Bonds (other than under the caption “TAX MATTERS” and in APPENDIX A) will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.**

**Denominations.** Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in the denominations of \$5,000 principal amount and any integral multiple thereof.

**Redemption.\*** The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of funds, on August 1, 20\_\_, or on any date thereafter, as a whole or in part. The Term Bonds are subject to mandatory sinking fund redemption as further described herein. See “THE BONDS – Redemption” herein.

**Payments.** The Bonds will be dated as of the date of their initial issuance (the “Date of Delivery”). Interest on the Bonds accrues from the Date of Delivery, and is payable semiannually on each February 1 and August 1 (each a “Bond Payment Date”), commencing February 1, 2015. Principal of the Bonds is payable on August 1 in the amounts and years as set forth on the inside cover page hereof.

Payments of the principal of and interest on the Bonds will be made by the designated paying agent, registrar and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement through DTC Participants (defined herein) to the Beneficial Owners of the Bonds. U.S. Bank National

\* Preliminary, subject to change.

Association has been appointed as agent of the Treasurer and Tax Collector of the County (the "Treasurer") to act as Paying Agent for the Bonds.

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California (the "State") personal income tax. In addition, the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Bond constitutes original issue discount, and the amount of original issue discount that accrues to the owner of the Bond is excluded from gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State personal income tax. See "TAX MATTERS" herein.

### **Offering and Delivery of the Bonds**

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about \_\_\_\_\_, 2014.

### **Bond Owner's Risks**

The Bonds are general obligations of the District payable solely from *ad valorem* taxes which may be levied without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates) on all taxable property in the District. For more complete information regarding the District's financial condition and taxation of property within the District, see "TAX BASE FOR PAYMENT OF BONDS," "CULVER CITY UNIFIED SCHOOL DISTRICT" and "GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION" herein.

### **Continuing Disclosure**

The District will covenant for the benefit of the Owners and Beneficial Owners of the Bonds to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain listed events, in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule"). See "LEGAL MATTERS – Continuing Disclosure" herein. The specific nature of the information to be made available and the notices of listed events required to be provided are described in "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS" herein.

### **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget," "intend,"

or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

### **Professionals Involved in the Offering**

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. Stradling Yocca Carlson & Rauth will receive compensation from the District contingent upon the sale and delivery of the Bonds. Keygent LLC, El Segundo, California is acting as Financial Advisor to the District with respect to the Bonds.

### **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Copies of documents referred to herein and information concerning the Bonds are available from the Culver City Unified School District, 4034 Irving Place, Culver City, California 90232, telephone: (310) 842-4220. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entireties by reference to each such documents, statutes and constitutional provisions.

Certain of the information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolution (defined herein).

## THE BONDS

### Authority for Issuance

The Bonds are issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State Government Code (the "Act"), Article XIII A of the State Constitution and pursuant to a resolution adopted by the Board on August 26, 2014 (the "Resolution"). The Board of Supervisors of the County has adopted a resolution authorizing the District to issue the Bonds on the District's own behalf pursuant to State Education Code Section 15140(b). The District received authorization at an election held on June 3, 2014 by the requisite 55% or more of the votes cast by eligible voters within the District to issue \$106,000,000 aggregate principal amount of general obligation bonds (the "Authorization"). The Bonds are the first issuance of bonds under the Authorization. After the issuance of the Bonds, \$\_\_\_\_\_\* of the Authorization will remain unissued.

### Security and Sources of Payment

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property within the District subject to taxation thereby, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. Such taxes will be levied annually in addition to all other taxes during the period that the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due. Such taxes, when collected, will be placed by the County in the District's Debt Service Fund (defined herein), which is segregated and maintained by the County and which is available for the payment of principal of and interest on the Bonds when due, and for no other purpose. Although the County is obligated to levy *ad valorem* property taxes for the payment of the Bonds, and will maintain the Debt Service Fund, the Bonds are not a debt of the County.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same becomes due and payable, shall be transferred to the Paying Agent. The Paying Agent will in turn remit the funds to DTC for remittance of such principal and interest to its Participants for subsequent disbursement to the Beneficial Owners of the Bonds.

The rate of the annual *ad valorem* taxes levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rates to fluctuate. Economic and other factors beyond the District's control, such as general market decline in land values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the respective annual tax rates. For further information regarding the District's assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND

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\* Preliminary, subject to change.



APPROPRIATIONS – Article XIII A of the California Constitution” and “TAX BASE FOR PAYMENT OF BONDS – Assessed Valuations” herein.

### **General Provisions**

The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for DTC. Beneficial Owners will not receive physical certificates representing their interests in the Bonds.

Interest on the Bonds accrues from the Date of Delivery, and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2015. Interest on Bonds shall be computed on the basis of a 360-day year of 12, 30-day months. Each Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2014, in which event it shall bear interest from the Date of Delivery. The Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1, in the years and amounts set forth on the inside cover page hereof.

**Payment.** Payment of interest shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent to the registered Owner of such Bond thereof as of the close of business on the 15th day of the month next preceding any Bond Payment Date (a “Record Date”), such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date, at the Owner’s address as it appears on such registration books or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal and redemption premiums, if any, payable on the Bonds are payable upon maturity or earlier redemption, as applicable, upon surrender of the applicable Bond at the principal office of the Paying Agent. The principal of, redemption premiums, if any, and interest on the Bonds are payable in lawful money of the United States of America. The Paying Agent is authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. So long as the Bonds are held in the book-entry system of DTC, all payments of principal of and interest on the Bonds will be made by the Paying Agent to Cede & Co. (as a nominee of DTC), as the registered Owner of the Bonds. See “THE BONDS – Book-Entry Only System” herein.

**Annual Debt Service**

The following table shows the annual debt service requirements of the District for the Bonds, assuming no optional redemptions are made:

<u>Year Ending August 1</u>	<u>Annual Principal Payment</u>	<u>Annual Interest Payment<sup>(1)</sup></u>	<u>Total Annual Debt Service</u>
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Total

<sup>(1)</sup> Interest payments on Bonds will be made semiannually on February 1 and August 1 of each year, commencing February 1, 2015.

See “CULVER CITY UNIFIED SCHOOL DISTRICT – District Debt Structure” herein for a complete debt service schedule of all of the District’s outstanding general obligation bond debt.

**Application and Investment of Bond Proceeds**

The Bonds are being issued to finance the repair, upgrading, acquisition, construction and equipping of certain District property and facilities and to pay the costs of issuing the Bonds.

**Building Fund.** The proceeds of the sale of the Bonds, net costs of issuance, will be deposited in the fund held by the County and known as the “Culver City Unified School District, Election of 2014 General Obligation Bonds, Series A Building Fund” (the “Building Fund”) and will be applied only for the purposes for which the Bonds are issued. Any interest earnings on moneys held in the Building Fund will be retained therein.

**Debt Service Fund.** The *ad valorem* property taxes levied by the County for the payment of the Bonds, when collected, will be deposited into the fund held by the County and known as the “Culver City Unified School District, Election of 2014 General Obligation Bonds, Series A Debt Service Fund” (the “Debt Service Fund”). Any accrued interest or premium received by the District from the sale of the Bonds will be deposited in the Debt Service Fund and any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal and interest on the Bonds. Any interest earnings on moneys held in the Debt Service Fund shall be retained therein. If, after all of the Bonds have been redeemed or paid and otherwise cancelled, there are moneys remaining in the Debt Service Fund, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

**Expected Investment of Bond Proceeds.** In accordance with the Resolution and subject to federal tax restrictions, moneys in the Debt Service Fund and the Building Fund may be invested in the following: (i) lawful investment permitted by Sections 16429.1 and 53601 ("Section 53601") of the State Government Code; (ii) shares in a State common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code; (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Bonds, (iv) the Local Agency Investments Fund of the State Treasurer, (v) the Treasury Pool of the County (defined herein), and (vi) State and Local Government Series Securities.

Moneys in the Debt Service Fund and the Building Fund are expected to be invested through the County Treasury Pool. See "APPENDIX E - LOS ANGELES COUNTY TREASURY POOL" herein.

**Redemption**

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

**Mandatory Sinking Fund Redemption.\*** The Term Bonds maturing on August 1, 20\_\_ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, plus interest accrued to the date set for redemption, without premium. The principal amount of such Term Bonds to be so redeemed, the redemption dates therefor, and the final principal payment date is as indicated in the following table:

Redemption Date (August 1)	Principal Amount to be Redeemed
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<sup>(1)</sup> Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately, in integral multiples of \$5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed.

**Selection of Bonds for Redemption.** Whenever provision is made for the optional redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, will select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot will be in such manner as the Paying Agent will determine; provided, however, that the portion of any Bond to be redeemed in part will be in a principal amount of \$5,000, or any integral multiple thereof.

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\* Preliminary, subject to change.

**Notice of Redemption.** When redemption is authorized or required pursuant to the Resolution, upon written instruction from the District, the Paying Agent will give notice (a "Redemption Notice") of the redemption of the Bonds (or portions thereof). Each Redemption Notice will specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

The Paying Agent will take the following actions with respect to each such Redemption Notice: (a) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register; (b) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository; (c) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services; and (d) provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

"Information Services" means Financial Information, Inc.'s "Daily Called Bond Service," 1 Cragwood Road, 2nd Floor, South Plainfield, New Jersey 07080, Attention: Editor; Mergent Inc., 585 Kingsley Park Drive, Fort Mill, South Carolina 29715, Attention: Called Bond Department; and Standard and Poor's J.J. Kenny Information Services' "Called Bond Record," 55 Water Street, 45th Floor, New York, New York 10041.

"Securities Depository" shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone (212) 855-1000 or Fax (212) 855-7320.

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

**Rescission of Notice of Redemption.** With respect to any notice of optional redemption of Bonds (or portions thereof) as described above, unless upon the giving of such notice such Bonds or portions thereof will be deemed to have been defeased as described in "—Defeasance" herein, such notice will state that such redemption will be conditioned upon the receipt by an independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that, if such moneys will not have been so received, said notice will be of no force and effect, no portion of the Bonds will not be subject to redemption on such date and the Bonds will not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption will not be made and the Paying Agent will within a reasonable time thereafter (but in no event later than the date originally set for redemption)

give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District will have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent will distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

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

***Effect of Notice of Redemption.*** If notice of redemption is given as described above, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) have been set aside as described in “—Defeasance” herein, the Bonds to be redeemed will become due and payable on such date of redemption.

If on such redemption date, moneys for the optional redemption of all the Bonds to be redeemed, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if Redemption Notice thereof shall have been given as described above, then from and after such redemption date, interest on the Bonds to be redeemed will cease to accrue and become payable. All money held for the redemption of Bonds will be held in trust for the account of the Owners of the Bonds so to be redeemed.

***Bonds No Longer Outstanding.*** When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity pursuant to the provisions of the Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, if applicable, accrued interest thereon the date fixed for redemption, then such Bonds will no longer be deemed outstanding and will be surrendered to the Paying Agent for cancellation.

### **Book-Entry Only System**

*The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Direct Participants or Indirect Participants (as defined herein) will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, Direct Participants or Indirect Participants will act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with Participants are on file with DTC.*

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative

of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain

and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds or distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

#### **Discontinuation of Book-Entry Only System; Payment to Beneficial Owners**

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, registration, transfer, exchange and replacement of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent, initially located in Los Angeles, California. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered Owner,

and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered Owner of at least \$1,000,000 in aggregate principal amount, interest shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and transfer amount upon presentation and surrender at the designated corporate trust office of the Paying Agent, initially located in Los Angeles, California, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent will complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

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

### **Defeasance**

All or any portion of the outstanding maturities of the Bonds may be defeased at any time prior to maturity in the following ways:

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

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

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

"Government Obligations" means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business ("S&P"). In the case of direct and general obligations of the United States of America,



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

### ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are expected to be as follows:

Sources of Funds  
Principal Amount of Bonds  
Net Original Issue Premium  
Total Sources

Uses of Funds  
Building Fund  
Debt Service Fund  
Costs of Issuance<sup>(1)</sup>  
Underwriter's Discount  
Total Uses

<sup>(1)</sup> Reflects the costs of issuance, including but not limited to the demographics and filing fees, printing costs, legal fees, financial advisory fees, and the costs and fees of the Paying Agent to be paid from proceeds of the Bonds.

### TAX BASE FOR PAYMENT OF BONDS

*The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.*

#### **Ad Valorem Property Taxation**

District property taxes are assessed and collected by the County at the same time and on the same tax rolls as County, city and special district taxes. Assessed valuations are the same for both District and County taxing purposes.

Taxes are levied for each fiscal year on taxable real and personal property which is located in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll." Unsecured property comprises all property not attached to land such as personal property or business property. Boats and airplanes are examples of unsecured property. Unsecured property is assessed on the "unsecured roll." A supplemental roll is developed when property changes hands or new construction is completed. The County levies and collects all property taxes for property falling within the County's taxing boundaries.

The valuation of secured property is established as of January 1 and is subsequently equalized in August. Property taxes are payable in two installments, due November 1 and February 1 respectively and become delinquent on December 10 and April 10 respectively. A 10% penalty attaches to any delinquent installment, plus a minimum \$10 cost on the second installment, plus any additional amount determined by the Treasurer. Property on the secured roll with delinquent taxes is declared tax-defaulted on or about June 30 of the calendar year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a \$15 redemption fee and a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the tax-collecting authority of the County.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent if they are not paid by August 31. In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien may be recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the assessee; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the assessee; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on specified property of the assessee; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. See also "– Secured Tax Charges and Delinquencies" herein.

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and K-14 school districts will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year.

### **Assessed Valuations**

Property within the District has a total assessed valuation for fiscal year 2014-15 of \$ \_\_\_\_\_. The following table represents a seven-year history of assessed valuations in the District.

**ASSESSED VALUATIONS**  
**Fiscal Years 2008-09 through 2014-15**  
**Culver City Unified School District**

[TO COME]

*Source: California Municipal Statistics, Inc.*

Economic and other factors beyond the District's control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified

education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood, fire or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rates levied by the County to pay the debt service with respect to the Bonds. See "THE BONDS – Security and Sources of Payment" herein.

**Assessed Valuation by Land Use**

The following shows a per-parcel analysis of the distribution of taxable property within the District by principal use, and the fiscal year 2013-14 assessed valuation of such parcels.

**ASSESSED VALUATION AND PARCELS BY LAND USE  
Fiscal Year 2013-14  
Culver City Unified School District**

[TO COME]

<sup>(1)</sup> Local secured assessed valuation; excluding tax-exempt property.  
*Source: California Municipal Statistics, Inc.*

**Assessed Valuation by Jurisdiction.**

The following table shows the fiscal year 2013-14 assessed valuation of the District by jurisdiction.

**ASSESSED VALUATION BY JURISDICTION  
Fiscal Year 2013-14  
Culver City Unified School District**

[TO COME]

<sup>(1)</sup> Before deduction of redevelopment incremental valuation.  
*Source: California Municipal Statistics, Inc.*

**Assessed Valuation of Single Family Homes.**

The following table displays the per-parcel analysis of single family residences within the District, in terms of their fiscal year 2013-14 assessed valuation.

**ASSESSED VALUATION OF SINGLE FAMILY HOMES  
Fiscal Year 2013-14  
Culver City Unified School District**

[TO COME]

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
*Source: California Municipal Statistics, Inc.*

## Appeals and Adjustments of Assessed Valuations

Under State law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" herein.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the assessed valuation of property within the District.

## Secured Tax Charges and Delinquencies

The following table sets forth secured tax charges and delinquency information for the District for fiscal years 2008-09 through 2012-13.

**SECURED TAX CHARGES AND DELINQUENCIES**  
**Fiscal Years 2008-09 through 2012-13**  
**Culver City Unified School District**

[TO COME]

*Source: California Municipal Statistics, Inc.*

## Alternative Method of Tax Apportionment - "Teeter Plan"

Certain counties in the State operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. **The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the District. The District's receipt of property taxes is therefore subject to delinquencies.**

The District participates in the California Statewide Delinquent Tax Finance Authority ("CSDTFA"). CSDTFA is a joint exercise of powers agency formed for the purpose of purchasing delinquent *ad valorem* property taxes of its members in accordance with Section 6516.6 of the State Government Code. The District anticipates that CSDTFA will from time to time purchase delinquent *ad*

*valorem* property tax receivables from the District at a purchase price equal to 108.5% of such receivable. Any penalty charges collected with respect to such delinquencies will be retained by CSDTFA. CSDTFA does not ensure that the District will receive the timely payment of *ad valorem* property taxes levied to secure the Bonds. See also “—*Ad Valorem* Property Taxation” herein.

### **Tax Rates**

A representative tax rate area (“TRA”) located within the District is TRA \_\_\_\_\_. The table below shows the total *ad valorem* property tax rates, as a percentage of assessed valuation, levied by all taxing entities in this TRA during the five-year period from fiscal years 2009-10 through 2013-14.

**SUMMARY OF AD VALOREM TAX RATES (TRA \_\_\_\_\_)  
Fiscal Years 2009-10 through 2013-14  
Culver City Unified School District**

[TO COME]

Source: *California Municipal Statistics, Inc.*

### **Principal Taxpayers**

The following table lists the major taxpayers in the District based on their fiscal year 2013-14 secured assessed valuations.

**LARGEST LOCAL SECURED TAXPAYERS  
Culver City Unified School District  
Fiscal Year 2013-14**

[TO COME]

<sup>(1)</sup> Fiscal year 2013-14 local secured assessed valuation: \$ \_\_\_\_\_.

Source: *California Municipal Statistics, Inc.*

### **Statement of Direct and Overlapping Debt**

Set forth on the following page is a direct and overlapping debt report (the “Debt Report”) prepared by California Municipal Statistics, Inc. and effective as of \_\_\_\_\_, 2014, for debt issued as of \_\_\_\_\_, 2014. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

**DIRECT AND OVERLAPPING DEBT STATEMENT**  
**Culver City Unified School District**

[TO COME]

*Source: California Municipal Statistics, Inc.*

**CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT  
REVENUES AND APPROPRIATIONS**

*The principal of and interest on the Bonds are payable solely from the proceeds of an ad valorem property tax levied by the County for the payment thereof. (See "THE BONDS – Security and Sources of Payment" herein.) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and to the District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

**Article XIII A of the California Constitution**

Article XIII A ("Article XIII A") of the State Constitution limits the amount of *ad valorem* property taxes on real property to 1% of "full cash value" as determined by the county applicable assessor. Article XIII A defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the "base year value." The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See "THE BONDS – Security and Sources of Payment" and "TAX BASE FOR PAYMENT OF BONDS" herein.

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem* property, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b), as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction,

reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State legislature to change any State taxes for the purpose of increasing tax revenues.

### **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the State Supreme Court have upheld the general validity of Article XIII A.

### **Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by State Board of Equalization, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The State electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. So long as the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's school financing formula. See "GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION" herein.

## **Article XIII B of the California Constitution**

Article XIII B ("Article XIII B") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines:

- (a) "change in the cost of living" with respect to school districts to mean the percentage change in State per capita income from the preceding year, and
- (b) "change in population" with respect to a school district to mean the percentage change in the ADA of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See "- Propositions 98 and 111" herein.

## **Proposition 26**

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided



directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

### **Article XIIC and Article XIID of the California Constitution**

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the State Constitution Articles XIIC and XIID (respectively, "Article XIIC" and "Article XIID"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the State Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the State Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the State Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

### **Propositions 98 and 111**

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changed State funding of public education below the university level and the

operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of State general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changed how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount are, instead of being returned to taxpayers, is transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year is automatically increased by the amount of such transfer. These additional moneys enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which can be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("Proposition 111") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in State per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for “qualified capital outlay projects” as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which was expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (“Test 1”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (“Test 2”). Under Proposition 111, schools will receive the greater of (1) Test 1, (2) Test 2, or (3) a third test (“Test 3”), which will replace Test 2 in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in the State per capita personal income. Under Test 3, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

### **Proposition 39**

On November 7, 2000, State voters approved an amendment (commonly known as Proposition 39) to the State Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the State Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that

the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district, such as the District), \$30 (for a high school or elementary school district), or \$25 (for a community college district) when assessed valuation is projected to increase in accordance with Article XIII A of the State Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

### **Proposition 1A and Proposition 22**

On November 2, 2004, State voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades. See also "GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION – State Dissolution of Redevelopment Agencies" herein.

### ***Jarvis vs. Connell***

On May 29, 2002, the State Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the State Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would

apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the State Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

### **Proposition 30**

On November 6, 2012, State voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposes an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposes an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax will be levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$608,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$608,000 for joint filers).

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for K-14 school districts. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Propositions 98 and 111" herein. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the State Constitution and Propositions 22, 26, 30, 39 and 98 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

## State Budget

*The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information herein that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof.*

**2014-15 Budget.** On June 20, 2014, the Governor signed into law the State budget for fiscal year 2014-15 (the "2014-15 Budget"). The following information is drawn from the State Department of Finance's summary of the 2014-15 Budget. [TO BE UPDATED.]

The 2014-15 Budget adopts revenue projections previously included in the Governor's May revision to the proposed budget for fiscal year 2014-15. For fiscal year 2013-14, the 2014-15 Budget projects revised total State general fund revenues of \$102.2 billion, and total State general fund expenditures of \$100.7 billion. The 2014-15 Budget now projects a fiscal year 2013-14 general fund surplus of \$2.9 billion. For fiscal year 2014-15, the 2014-15 Budget projects total State general fund revenues of \$109.4 billion and total expenditures of \$108 billion. The 2014-15 Budget also projects a fiscal year 2014-15 State general fund surplus of approximately \$2.1 billion. This amount is a combination of \$449 million in the State's traditional general fund reserve, and an authorized deposit of \$1.6 billion into the Budget Stabilization Account (the "BSA") established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

The 2014-15 Budget includes total funding of \$76.6 billion (comprised of \$45.3 billion from the State general fund and \$31.3 billion from other funds) for all K-12 education programs. For fiscal year 2014-15, the Proposition 98 minimum funding guarantee is set at \$60.9 billion, an increase of \$5.6 billion over the amount included in the fiscal year 2013-14 State budget. When combined with funding increases of \$4.4 billion in fiscal years 2012-13 and 2013-14, the 2014-15 Budget provides \$10 billion of additional funding for K-14 education. The 2014-15 Budget projects that Proposition 98 funding for K-12 education will grow by more than \$12 billion from fiscal year 2011-12 to fiscal year 2014-15, representing an increase of more than \$1,900 per student.

Significant features of the 2014-15 Budget related to the funding of K-12 education include the following:

- *State Pensions* – The 2014-15 Budget includes a plan to reduce the \$74.4 billion unfunded STRS liability in approximately 30 years by increasing contribution rates among the State, K-14 school districts, and participating employees. For fiscal year 2014-15, these increases are expected to result in \$276 million of additional contributions from all three entities. The plan also provides the STRS Board (as defined herein) with limited authority to (i) increase State, school district and community college district contributions based on changing conditions, and (ii) reduce school district and community college district contributions if they are no longer necessary. For additional information, see "CULVER CITY UNIFIED SCHOOL DISTRICT – Retirement Systems" herein.
- *Local Control Funding Formula* – An increase of \$4.75 billion in Proposition 98 funding to continue the transition to the LCFF. This increase is projected to close the remaining funding implementation gap between fiscal year 2013-14 funding levels and the LCFF target funding levels by more than 29%. The 2014-15 Budget also addresses an administrative problem

related to the collection of income eligibility forms that are used to determine student eligibility for free or reduced price meals. See also “DISTRICT FINANCIAL INFORMATION – State Funding of Education – Local Control Funding Formula” herein.

- *K-12 Deferrals* – The 2014-15 Budget provides \$4.7 billion in Proposition 98 funding for K-12 expenses that had been deferred from one year to the next during the recession, leaving an outstanding balance of less than \$900 million in K-12 deferrals at the end of fiscal year 2014-15. The 2014-15 Budget also includes a trigger mechanism that will appropriate any additional funding resources attributable to fiscal years 2013-14 and 2014-15 subsequent to the enactment of the 2014-15 Budget in order to retire the remaining deferral balance.
- *Independent Study* – The 2014-15 Budget streamlines the existing independent study program, reducing administrative burdens and freeing up time for teachers to spend on student instruction and support, while making it easier for schools to offer and expand instructional opportunities available to students through non-classroom based instruction.
- *K-12 Mandates* – An increase of \$400.5 million in one-time Proposition 98 funding to reimburse K-12 local educational agencies for the costs of State-mandated programs.
- *K-12 High-Speed Internet Access* – An increase of \$26.7 million in one-time Proposition 98 funding for the K-12 High Speed Network to provide technical assistance and grants to K-12 local educational agencies required to successfully implement Common Core. These funds will be targeted to those K-12 local educational agencies most in need of help with securing internet connectivity and infrastructure required to implement the new computer adaptive tests under Common Core.
- *Career Technical Education Pathways Program* – An increase of \$250 million in one-time Proposition 98 funding to support competitive grants for participating K-14 local educational agencies. The Career Pathways Trust Program provides grant awards to improve career technical programs and linkages between employers, schools, and community colleges.

For additional information regarding the State’s budgets and revenue projections and a more detailed description of the 2014-15 Budget, see the State Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov). However, the information presented on such website is not incorporated herein by reference.

***Future Budgets and Actions.*** The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address the changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State’s ability to fund education. State budget shortfalls in future fiscal years could have an adverse financial impact on the State general fund budget. However, the obligation to levy *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Bonds would not be impaired.

## DISTRICT FINANCIAL INFORMATION

*The information in this section concerning the State funding of public education is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from State revenues. The Bonds are payable solely from the proceeds of an ad valorem property tax which is required to be levied by the County in an amount sufficient for the payment thereof. See "THE BONDS – Security and Sources of Payment" herein.*

### State Funding of Education

School district revenues consist primarily of guaranteed State moneys, local property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. All State aid is subject to the appropriation of funds in the State's annual budget.

**Revenue Limit Funding.** Previously, school districts operated under general purpose revenue limits established by the State Department of Education. In general, revenue limits were calculated for each school district by multiplying the ADA for such district by a base revenue limit per unit of ADA. Revenue limit calculations were subject to adjustment in accordance with a number of factors designed to provide cost of living adjustments ("COLAs") and to equalize revenues among school districts of the same type. Funding of a school district's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Since fiscal year 2013-14, school districts have been funded based on uniform funding grants assigned to certain grade spans. See "—Local Control Funding Formula" herein.

The following table reflects the District's historical ADA and the revenue limit rates per unit of ADA for fiscal years 2007-08 through 2012-13.

### AVERAGE DAILY ATTENDANCE AND REVENUE LIMIT Fiscal Years 2007-08 through 2012-13 Culver City Unified School District

Fiscal Year	Average Daily Attendance <sup>(1)</sup>	Change	Base Revenue Limit Per ADA <sup>(2)</sup>	Deficit Revenue Limit Per ADA <sup>(2)</sup>
2007-08				
2008-09				
2009-10	6,483			
2010-11	6,539	56		
2011-12	6,592	53		
2012-13	6,506	(86)		

<sup>(1)</sup> Reflects ADA as of the second principal reporting period ("P-2 ADA"), which ends on or before the last attendance month prior to April 15 of each school year. An attendance month is each four week period of instruction beginning with the first day of school for any school district.

<sup>(2)</sup> Deficit revenue limit funding, when provided for in State budgetary legislation, reduced the revenue limit allocations received by school districts by applying a deficit factor to the base revenue limit for the given fiscal year, and resulted from an insufficiency of appropriation funds in the State budget to provide for State aid owed to school districts. The State's practice of deficit revenue limit funding was most recently reinstated beginning in fiscal year 2008-09, and discontinued following the implementation of the LCFE (as defined herein).

Source: Culver City Unified School District.



**Local Control Funding Formula.** State Assembly Bill 97 (Stats. 2013, Chapter 47) (“AB 97”), enacted as part of the 2013-14 State budget, establishes a new system for funding school districts, charter schools and county offices of education. Certain provisions of AB 97 were amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49) (“SB 91”).

The primary component of AB 97, as amended by SB 91, is the implementation of the Local Control Funding Formula (“LCFF”), which replaces the revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations are provided on the basis of target base funding grants per unit of ADA (a “Base Grant”) assigned to each of four grade spans. Full implementation of the LCFF is expected to occur over a period of several fiscal years. Beginning in fiscal year 2013-14, an annual transition adjustment is required to be calculated for each school district, equal to such district’s proportionate share of appropriations included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap.

The Base Grants per unit of ADA for each grade span are as follows: (i) \$6,845 for grades K-3; (ii) \$6,947 for grades 4-6; (iii) \$7,154 for grades 7-8; and (iv) \$8,289 for grades 9-12. Beginning in fiscal year 2013-14, the Base Grants are to be adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. Following full implementation of the LCFF, the provision of COLAs will be subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency (“EL” students), students from low income families that are eligible for free or reduced priced meals (“LI” students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals). A supplemental grant add-on (each, a “Supplemental Grant”) is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 50% of the applicable Base Grant multiplied the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table shows a breakdown of the District's ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment, for fiscal years 2012-13 through 2014-15.

**ADA, ENROLLMENT AND EL/LI ENROLLMENT PERCENTAGE**  
**Fiscal Years 2012-13 through 2014-15**  
**Culver City Unified School District**

Fiscal Year	Average Daily Attendance <sup>(1)</sup>				Total ADA	Enrollment <sup>(2)</sup>	
	<u>K-3</u>	<u>4-6</u>	<u>7-8</u>	<u>9-12</u>		Total Enrollment	% of EL/LI Enrollment
2012-13					6,506	6,741	
2013-14					6,448	6,691	
2014-15 <sup>(3)</sup>					6,448	6,691	

<sup>(1)</sup> Except for fiscal year 2014-15, reflects P-2 ADA, which ends on or before the last attendance month prior to April 15 of each school year. An attendance month is each four week period of instruction beginning with the first day of school for any school district.

<sup>(2)</sup> Except for fiscal year 2014-15, reflects enrollment as of October California Basic Educational Data System ("CBEDS") in each school year. For purposes of calculating Supplemental and Concentration Grants, a school district's fiscal year 2013-14 percentage of unduplicated EL/LI students is expressed solely as a percentage of its total fiscal year 2013-14 total enrollment. For fiscal year 2014-15, the percentage of unduplicated EL/LI enrollment will be based on the two-year average of EL/LI enrollment in fiscal years 2013-14 and 2014-15. Beginning in fiscal year 2015-16, a school district's percentage of unduplicated EL/LI students will be based on a rolling average of such district's EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years

<sup>(3)</sup> Budgeted.

Source: Culver City Unified School District.

For certain school districts that would have received greater funding levels under the prior revenue limit system, the LCFF provides for a permanent economic recovery target ("ERT") add-on, equal to the difference between the revenue limit allocations such districts would have received under the prior system in fiscal year 2020-21, and the target LCFF allocations owed to such districts in the same year. To derive the projected funding levels, the LCFF assumes the discontinuance of deficit revenue limit funding, implementation of a 1.94% COLA in fiscal years 2014-15 through 2020-21, and restoration of categorical funding to pre-recession levels. The ERT add-on will be paid incrementally over the LCFF implementation period. [The District does not qualify for the ERT add-on.]

The sum of a school district's adjusted Base, Supplemental and Concentration Grants will be multiplied by such district's P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable ERT or categorical block grant add-ons, will yield a district's total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district's share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as "basic aid" districts, have allocable local property tax collections that equal or exceed such districts' total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the "basic aid" requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as a basic aid district.

**Accountability.** Regulations adopted by the State Board of Education require that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such districts on the basis of the number and concentration of such EL/LI students, and detail the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans ("LCAPs") disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted every three years, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has adopted a template LCAP for use by school districts.

**Support and Intervention.** AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district's LCAP or annual update thereto, and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district's LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district's strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. On or before October 1, 2015, the State Board of Education is required to develop rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the "State Superintendent") is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district's LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

**Other State Sources.** In addition to State allocations determined pursuant to the LCFF, the District receives other State revenues consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into the LCFF. Categorical funding for certain programs was excluded from the LCFF, and school districts will continue to receive restricted State revenues to fund these programs.

**Other Revenue Sources**

**Federal and Local Sources.** The federal government provides funding for several of the District’s programs, including special education programs, programs under the No Child Left Behind Act, and specialized programs such as Drug Free Schools, Innovative Strategies, and Vocational & Applied Technology. In addition, the District receives additional local revenues beyond local property tax collections, such as leases and rentals, interest earnings, interagency services, foundation contributions (as discussed below), parcel taxes (as discussed below), developer fees (as discussed below) and other local sources.

**Culver City Education Foundation.** The Culver City Education Foundation (the “Foundation”) is an independent 501(c)(3) non-profit organization founded in 1981 that provides financial support to the District. Under Governmental Accountability Standards Board (“GASB”) rules, the Foundation is not a component unit of the District for financial reporting purposes. [Contributions received by the District from the Foundation are deposited into the District’s general fund.] The following table shows a four-year history of Foundation contributions to the District.

**FOUNDATION CONTRIBUTIONS  
Fiscal Years 2011-12 through 2014-15  
Culver City Unified School District**

<u>Fiscal Year</u>	<u>Foundation Contributions</u>
2011-12	
2012-13	
2013-14	
2014-15 <sup>(1)</sup>	

<sup>(1)</sup> Budgeted.

Source: Culver City Unified School District.

**Parcel Taxes.** Parcel taxes are “special taxes” for purposes of the State Constitution, and as such must be approved by at least two-thirds of the voters voting on the relevant proposition. On November 3, 2009, the voters approved Measure EE, a five-year tax of \$96 per-parcel (beginning with fiscal year 2010-11), to be levied within the District to raise funds to augment the District’s operating budget. Measure EE provides an exemption for property owners who are 65 years or older. The District received Measure EE funds in the amount of \$1,223,413 in fiscal year 2012-13, \$ \_\_\_\_\_ in fiscal year 2013-14, and has budgeted receipt of \$ \_\_\_\_\_ in fiscal year 2014-15.

**Developer Fees.** The District receives developer fees of \$ \_\_\_\_\_ per square foot for residential development and \$ \_\_\_\_\_ per square foot for commercial development pursuant to Government Code Section 65995 (the “Developer Fees”). The following table lists the Developer Fees collected for fiscal years 2011-12 through 2013-14 and a projection for fiscal year 2014-15.

**DEVELOPER FEES**  
**Fiscal Years 2011-12 through 2014-15**  
**Culver City Unified School District**

<u>Fiscal Year</u>	<u>Developer Fees Collected</u>
2011-12	
2012-13	
2013-14	
2014-15 <sup>(1)</sup>	

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<sup>(1)</sup> Budgeted.  
Source: Culver City Unified School District.

**Redevelopment Revenue.** The District receives pass-through tax increment revenue (“Redevelopment Revenue”) from the \_\_\_\_\_. [Any Redevelopment Revenue received by the District is deposited directly into the general fund of the District and offsets the State apportionment required to fund the District’s LCFF allocation.] The following table lists the Redevelopment Revenue received by the District for fiscal years 2011-12 through 2013-14 and a projection for fiscal year 2014-15.

**REDEVELOPMENT REVENUE**  
**Fiscal Years 2011-12 through 2014-15**  
**Culver City Unified School District**

<u>Fiscal Year</u>	<u>Redevelopment Revenue Collected</u>
2011-12	
2012-13	
2013-14	
2014-15 <sup>(1)</sup>	

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<sup>(1)</sup> Budgeted.  
Source: Culver City Unified School District.

The District, however, can make no representations that Redevelopment Revenues will continue to be received by the District in amounts consistent with prior years, or as currently projected, particularly in light of the recently enacted legislation eliminating redevelopment agencies. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 1A and Proposition 22” herein. The Bonds, however, are not payable from such revenue. The Bonds are payable solely from the proceeds of an *ad valorem* tax required to be levied by the County in an amount sufficient for the payment thereof. See “THE BONDS – Security and Sources of Payment” herein.

## State Dissolution of Redevelopment Agencies

On December 30, 2011, the State Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all Redevelopment Agencies in the State ceased to exist as a matter of law on February 1, 2012. The Court in *Matosantos* also found that ABx1 27, a companion bill to ABx1 26, violated the State Constitution, as amended by Proposition 22. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 1A and Proposition 22” herein. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide.

ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) (“AB 1484”), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency under the California Community Redevelopment Law that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to a redevelopment agency, less the corresponding county auditor-controller’s cost to administer the allocation of property tax revenues, are now allocated to a corresponding Redevelopment Property Tax Trust Fund (“Trust Fund”), to be used for the payment of pass-through payments to local taxing entities, and thereafter to bonds of the former redevelopment agency and any “enforceable obligations” of the Successor Agency, as well as to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally required payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations.

Among the various types of enforceable obligations, the first priority for payment is tax allocation bonds issued by the former redevelopment agency; second is revenue bonds, which may have been issued by the host city, but only where the tax increment revenues were pledged for repayment and only where other pledged revenues are insufficient to make scheduled debt service payments; third is administrative costs of the Successor Agency, not to exceed \$250,000 in any year, to the extent such costs have been approved in an administrative budget; then, fourth tax revenues in the Trust Fund in excess of such amounts, if any, will be allocated as residual distributions to local taxing entities in the same proportions as other tax revenues. Moreover, all unencumbered cash and other assets of former redevelopment agencies will also be allocated to local taxing entities in the same proportions as tax revenues. Notwithstanding the foregoing portion of this paragraph, the order of payment is subject to modification in the event a Successor Agency timely reports to the Controller and the Department of Finance that application of the foregoing will leave the Successor Agency with amounts insufficient to make scheduled payments on enforceable obligations. If the county auditor-controller verifies that the Successor Agency will have insufficient amounts to make scheduled payments on enforceable obligations, it shall report its findings to the Controller. If the Controller agrees there are insufficient funds to pay scheduled payments on enforceable obligations, the amount of such deficiency shall be deducted from the amount remaining to be distributed to taxing agencies, as described as the fourth distribution above, then from amounts available to the Successor Agency to defray administrative costs. In addition, if a taxing agency entered into an agreement pursuant to Health and Safety Code Section 33401 for payments from a redevelopment agency under which the payments were to be subordinated to certain obligations of the redevelopment agency, such subordination provisions shall continue to be given effect.

As noted above, the Dissolution Act expressly provides for continuation of pass-through payments to local taxing entities, including to the District. Per statute, 100% of contractual and statutory two percent pass-throughs, and 56.7% of statutory pass-throughs authorized under the Community

Redevelopment Law Reform Act of 1993 (AB 1290, Chapter 942, Statutes of 1993), are restricted to educational facilities without offset against revenue limit apportionments by the State. Only 43.3% of AB 1290 pass-throughs to the District are offset against State aid so long as the District uses the moneys received for land acquisition, facility construction, reconstruction, or remodeling, or deferred maintenance as provided under Education Code Section 42238(h).

ABX1 26 states that in the future, pass-throughs shall be made in the amount "which would have been received . . . had the redevelopment agency existed at that time," and that the County Auditor-Controller shall "determine the amount of property taxes that would have been allocated to each redevelopment agency had the redevelopment agency not been dissolved pursuant to the operation of ABX1 26 using current assessed values . . . and pursuant to statutory pass-through formulas and contractual agreements with other taxing agencies."

Successor Agencies continue to operate until all enforceable obligations have been satisfied and all remaining assets of the Successor Agency have been disposed of. AB 1484 provides that once the debt of the Successor Agency is paid off and remaining assets have been disposed of, the Successor Agency shall terminate its existence and all pass-through payment obligations shall cease.

The District can make no representations as to the extent to which its revenue limit apportionments from the State may be offset by the future receipt of residual distributions or from unencumbered cash and assets of former redevelopment agencies any other surplus property tax revenues pursuant to the Dissolution Act.

## **Budget Process**

***State Budgeting Requirements.*** The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by A.B. 1200, which became law on October 14, 1991. Portions of A.B. 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. A district may be on either a dual or single budget cycle. The dual budget option requires a revised and readopted budget by September 15 that is subject to State-mandated standards and criteria. The revised budget must reflect changes in projected income and expenses subsequent to July 1. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

For both dual and single budgets submitted on July 1, the county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent

must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For all dual budget options and for single budget option districts whose budgets have been disapproved, the district must revise and readopt its budget by September 15, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8 will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code § 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

***Interim Financial Reporting.*** Under the provisions of A.B. 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent two fiscal years. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or subsequent two fiscal years.

The District has never had an adopted budget disapproved by the County Superintendent of Schools. The District self-designated as "qualified" its first interim financial report for fiscal year 2000-01 and its second interim financial report for fiscal year 2009-10. For all other reporting periods, the District has designated, and the County office of education has accepted, its interim financial reports as "positive."

***General Fund Budgeting.*** The following tables summarize the District's adopted general fund budgets for fiscal years 2010-11 through 2014-15, audited ending results for fiscal years 2010-11 through 2012-13, and projected ending results for fiscal year 2013-14.



**GENERAL FUND BUDGETING<sup>(1)</sup>**  
**Fiscal Years 2010-11 through 2014-15**  
**Culver City Unified School District**

	Fiscal Year 2010-11		Fiscal Year 2011-12		Fiscal Year 2012-13		Fiscal Year 2013-14		Fiscal Year 2014-15
	Budgeted <sup>(2)</sup>	Audited <sup>(2)</sup>	Budgeted <sup>(2)</sup>	Audited <sup>(2)</sup>	Budgeted <sup>(2)</sup>	Audited <sup>(2)</sup>	Budgeted <sup>(3)</sup>	Estimated <sup>(4)</sup>	Budgeted <sup>(4)</sup>
<b>REVENUES</b>									
LCFF/Revenue Limit <sup>(5)</sup>									
State aid	\$24,056,782	\$27,242,551	\$33,089,259	\$35,575,333	\$32,367,978	\$36,042,178	\$35,354,478	\$42,949,272	\$46,119,562
Local sources	8,674,171	8,172,347	--	--	--	--	--	--	--
Transfers	188,584	130,993	--	--	--	--	--	--	--
Federal sources	7,473,876	12,101,441	2,988,859	2,917,828	2,811,827	3,245,051	3,163,310	2,423,625	2,426,677
Other state sources	20,002,397	20,965,801	10,124,842	13,229,893	10,459,802	10,896,794	11,712,729	7,533,903	6,300,237
Other local sources	4,229,780	3,979,773	3,228,206	4,854,273	3,384,192	4,231,764	4,152,828	4,478,022	4,464,319
<b>TOTAL REVENUES</b>	<b>64,625,590</b>	<b>72,592,906</b>	<b>49,431,166</b>	<b>56,577,327</b>	<b>49,023,799</b>	<b>54,415,787</b>	<b>54,383,345</b>	<b>57,384,822</b>	<b>59,310,795</b>
<b>EXPENDITURES</b>									
Certificated salaries	25,714,064	24,895,525	24,352,293	24,497,990	26,135,044	26,076,767	26,630,109	27,436,047	28,594,908
Classified salaries	8,783,634	8,422,536	8,110,406	8,397,630	8,616,977	8,927,591	9,015,251	9,219,106	9,385,997
Employee benefits	9,923,207	10,364,468	9,094,178	8,979,546	9,417,702	9,301,705	9,279,201	10,076,829	10,736,151
Books & supplies	2,203,290	1,625,791	2,138,365	2,076,169	1,979,809	2,188,349	2,289,319	2,515,235	2,710,178
Services & other operating expenditures	8,438,609	7,253,900	8,330,160	7,995,007	8,572,031	8,816,213	8,644,761	9,229,585	8,465,993
Capital outlay	263,497	169,998	58,497	8,005	50,000	8,204	15,000	25,000	25,000
Other outgo									
Excluding transfers of indirect costs									
Transfers of indirect costs	12,945,561	16,488,096	124,000	167,283	124,000	6,931	124,000	--	--
<b>TOTAL EXPENDITURES</b>	<b>(18,569,721)</b>	<b>(27,573,738)</b>	<b>(249,945)</b>	<b>(398,271)</b>	<b>(357,775)</b>	<b>(342,399)</b>	<b>(357,139)</b>	<b>(379,575)</b>	<b>(394,000)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>68,086,165</b>	<b>68,944,576</b>	<b>51,957,954</b>	<b>51,723,359</b>	<b>54,537,788</b>	<b>54,983,361</b>	<b>55,640,502</b>	<b>58,122,227</b>	<b>59,524,227</b>
	<b>(3,460,575)</b>	<b>3,648,330</b>	<b>(2,526,788)</b>	<b>4,853,968</b>	<b>(5,513,989)</b>	<b>(567,574)</b>	<b>(1,257,157)</b>	<b>(737,405)</b>	<b>(213,432)</b>
<b>OTHER FINANCING SOURCES (USES)</b>									
Transfers in	1,200,000	1,236,402	1,300,000	1,305,343	1,400,000	1,400,000	1,400,000	1,200,000	1,200,000
Transfers out	--	--	(1,318,944)	(1,681,287)	--	(1,155,480)	(600,000)	(600,000)	(600,000)
Other sources	--	--	--	--	(900,000)	--	--	--	--
Contributions	--	--	--	--	--	--	--	--	--
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>1,200,000</b>	<b>1,236,402</b>	<b>(18,944)</b>	<b>(375,944)</b>	<b>500,000</b>	<b>244,520</b>	<b>800,000</b>	<b>600,000</b>	<b>600,000</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(2,260,575)</b>	<b>4,884,732</b>	<b>2,545,732</b>	<b>4,478,024</b>	<b>(5,013,989)</b>	<b>(323,054)</b>	<b>(457,157)</b>	<b>(137,405)</b>	<b>386,568</b>
<b>Fund Balance - Beginning, as originally stated</b>	<b>10,792,765</b>	<b>10,792,765</b>	<b>15,236,783<sup>(7)</sup></b>	<b>15,236,783<sup>(7)</sup></b>	<b>19,714,807</b>	<b>19,714,807</b>	<b>19,391,752</b>	<b>19,391,751</b>	<b>19,254,346</b>
Adjustment for restatement	371,630 <sup>(6)</sup>	371,630 <sup>(6)</sup>	--	--	--	--	--	--	--
<b>Fund Balance - Beginning, as restated</b>	<b>11,164,395</b>	<b>11,164,395</b>	<b>15,236,783</b>	<b>15,236,783</b>	<b>19,714,807</b>	<b>19,714,807</b>	<b>19,391,752</b>	<b>19,391,751</b>	<b>19,254,346</b>
<b>Fund Balance - Ending</b>	<b>\$8,903,820</b>	<b>\$16,049,127<sup>(7)</sup></b>	<b>\$12,691,051</b>	<b>\$19,714,807</b>	<b>\$14,700,818</b>	<b>\$19,391,753</b>	<b>\$18,934,595</b>	<b>\$19,254,346</b>	<b>\$19,640,914</b>

<sup>(1)</sup> The figures in this table for fiscal years 2011-12 through 2012-13 do not agree with the figures in "Audited General Fund Statement of Revenues, Expenditures and Fund Balances" herein because that table includes the financial activity of the Adult Education Fund and the Deferred Maintenance Fund pursuant to GASB Statement No. 54, whereas this table does not.

<sup>(2)</sup> From the District's Audited Financial Statements for fiscal years 2010-11 through 2012-13, respectively.

<sup>(3)</sup> From the District's Fiscal Year 2013-14 Second Interim Financial Report, approved by the Board on March 11, 2014.

<sup>(4)</sup> From the District's Fiscal Year 2014-15 Original Adopted Budget, approved by the Board on June 24, 2014. [To be updated with 2013-14 Unaudited Actuals.]

<sup>(5)</sup> Prior to the Fiscal Year 2013-14 First Interim Financial Report, this category was coded as "Revenue Limit." From the Fiscal Year 2013-14 First Interim Financial Report through the Fiscal Year 2013-14 Second Interim Financial Report, this category was coded as "LCFF/Revenue Limit Sources." Beginning with the Fiscal Year 2014-15 Original Adopted Budget, the category is coded as "LCFF." For fiscal years 2011-12 through 2014-15, reflects combined state aid, local sources and transfers.

<sup>(6)</sup> The District implemented GASB Statement No. 54 during fiscal year 2010-11, the effect of which was to reclassify and restate the Adult Education Fund (fiscal year 2010-11 beginning fund balance of \$350,871) and Deferred Maintenance Fund (fiscal year 2010-11 beginning fund balance of \$20,759) as general fund activities.

<sup>(7)</sup> The fiscal year 2010-11 ending fund balance does not match the fiscal year 2011-12 beginning fund balance because the fiscal year 2010-11 financials include the financial activity of the District's Adult Education Fund (fiscal year 2010-11 ending fund balance of \$666,521) and the Deferred Maintenance Fund (fiscal year 2010-11 ending fund balance of \$145,823), in accordance with the fund type definitions promulgated by GASB Statement No. 54, whereas the fiscal year 2011-12 financials do not include the fund activity of such funds.

Source: Culver City Unified School District.

### **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the State Education Code, is to be followed by all State school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

### **Comparative Financial Statements**

Excerpts from the District's audited financial statements for the year ended June 30, 2013 are included for reference in APPENDIX B hereto. Audited financial statements for the District for the fiscal year ended June 30, 2013, and prior fiscal years are on file with the District and available for public inspection at the Culver City Unified School District, 4034 Irving Place, Culver City, California 90232, telephone: (310) 842-4220.

The tables on the following pages reflect the District's audited general fund revenues, expenditures and fund balances for fiscal years 2008-09 through 2012-13.

**AUDITED GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCES**  
**Fiscal Years 2008-09 through 2009-10**  
**Culver City Unified School District**

	Audited <u>2008-09</u>	Audited <u>2009-10</u>
<b>REVENUES</b>		
General Revenues:		
Property taxes	\$7,424,581	\$9,004,590
Federal and state aid not restricted to specific purpose	32,869,339	29,239,162
Earnings on investments	481,974	279,346
Miscellaneous	801,427	869,830
Program Revenues:		
Charges for services	775,500	450,481
Operating grants and contributions	<u>26,704,917</u>	<u>18,643,755</u>
Total Revenues	<u>69,057,738</u>	<u>58,487,164</u>
<b>EXPENDITURES</b>		
Instructional Services:		
Instruction	34,672,180	32,858,897
Instruction-Related Services:		
Supervision of instruction	2,351,817	1,524,996
Instructional library, media, and technology	457,076	378,474
School site administration	4,657,319	4,308,352
Pupil Support Services:		
Home-to-school transportation	784,891	664,691
Food services	--	--
All other pupil services	2,987,619	2,694,486
General Administration Services:		
Data processing services	576,720	554,685
Other general administration	2,782,463	2,730,408
Plant services	4,888,335	4,782,910
Facilities acquisition and construction	--	--
Ancillary services	21,102	19,639
Community services	36,799	34,939
Other outgo:		
Transfers between agencies	13,995,741	10,093,008
Debt service – issuance costs and discounts	192,958	108,769
Debt service – principal	--	--
Debt service - interest	--	--
Total expenditures	<u>68,405,020</u>	<u>60,754,254</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	652,718	(2,267,090)
<b>OTHER FINANCING SOURCES (USES)</b>		
Interfund transfers in	1,087,116	1,212,902
Interfund transfers out	(195,000)	(1,566,287)
Contributions	<u>3,550,446</u>	--
Total Other Financing Sources and Uses	4,442,562	(353,385)
Net Change in Fund Balances	5,095,280	(2,620,475)
<b>Fund Balances, July 1</b>	<u>8,317,960</u>	<u>13,413,240</u>
<b>Fund Balances, June 30</b>	<u>\$13,413,240</u>	<u>\$10,792,765</u>

Source: Culver City Unified School District.

**AUDITED GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES  
AND FUND BALANCES<sup>(1)</sup>**

**Fiscal Years 2010-11 through 2012-13  
Culver City Unified School District**

	Audited <u>2010-11</u>	Audited <u>2011-12</u>	Audited <u>2012-13</u>
<b>REVENUES</b>			
Revenue limit sources <sup>(2)</sup>	\$35,545,891	--	\$36,042,178
State aid	--	\$26,953,500	--
Local sources	--	8,506,350	--
Transfers	--	115,483	--
Federal sources	12,101,441	3,117,793	3,414,893
Other state sources	20,965,801	14,280,061	12,208,582
Other local sources	<u>3,979,773</u>	<u>5,317,320</u>	<u>4,674,531</u>
<b>Total Revenues</b>	<b>72,592,906</b>	<b>58,290,507</b>	<b>56,340,184</b>
<b>EXPENDITURES</b>			
Current			
Instruction	34,192,763	34,951,219	38,010,633
Instruction-related services			
Instructional supervision and administration	1,887,983	1,900,625	2,464,316
Instructional library, media, and technology	405,769	390,759	619,064
School site administration	4,402,733	4,647,589	4,371,268
Pupil services			
Home-to-school transportation	677,755	618,070	642,271
Food services	388	1,032	5,119
All other pupil services	2,754,832	2,989,200	3,026,742
General administration			
Centralized data processing	544,921	602,130	566,137
All other general administration	2,476,208	3,037,200	2,792,496
Plant services	4,921,608	5,171,387	5,283,577
Facilities acquisition and maintenance	136,780	373,306	26,628
Ancillary services	15,413	5,334	245
Community services	39,327	10,709	--
Transfers to other agencies	16,488,096	167,283	6,931
Debt service			
Principal	--	--	--
Interest and other	--	<u>50,167</u>	<u>--</u>
<b>Total expenditures</b>	<b>68,944,576</b>	<b>54,196,010</b>	<b>57,815,427</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>3,648,330</b>	<b>3,374,497</b>	<b>(1,475,243)</b>
<b>Other Financing Sources (Uses)</b>			
Transfers In	1,236,402	1,300,000	1,400,000
Transfers Out	<u>--</u>	<u>--</u>	<u>--</u>
<b>Net Financing Sources (Uses)</b>	<b>1,236,402</b>	<b>1,300,000</b>	<b>1,400,000</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>4,884,732</b>	<b>4,674,497</b>	<b>(75,243)</b>
<b>Fund Balance – Beginning, as originally stated</b>	<b>10,792,765</b>	<b>16,049,127</b>	<b>20,723,624</b>
<b>Prior Period Adjustment</b>	<b>371,630<sup>(3)</sup></b>	<b>--</b>	<b>--</b>
<b>Fund Balance – Beginning, as restated</b>	<b><u>11,164,395</u></b>	<b><u>16,049,127</u></b>	<b><u>20,723,624</u></b>
<b>Fund Balance - Ending</b>	<b><u>\$16,049,127</u></b>	<b><u>\$20,723,624</u></b>	<b><u>\$20,648,381</u></b>

<sup>(1)</sup> The figures in this table for fiscal years 2011-12 and 2012-13 do not agree with the figures in "General Fund Budgeting" herein because this table includes the financial activity of the Adult Education Fund and the Deferred Maintenance Fund for such years whereas that table does not. See footnote number 3 below.

<sup>(2)</sup> For fiscal year 2011-12, the auditors divided the category of "Revenue limit sources" into three sub-categories: "State aid," "Local sources," and "Transfers." For fiscal years 2010-11 and 2012-13, the auditors combined the three "Revenue limit sources" categories.

<sup>(3)</sup> The District implemented GASB Statement No. 54 during fiscal year 2010-11, the effect of which was to reclassify and restate the Adult Education Fund (fiscal year 2010-11 beginning fund balance of \$350,871) and Deferred Maintenance Fund (fiscal year 2010-11 beginning fund balance of \$20,759) as general fund activities.

Source: Culver City Unified School District.

## CULVER CITY UNIFIED SCHOOL DISTRICT

*The information in this section concerning the operations of the District and the District's operating budget are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof. See "THE BONDS – Security and Sources for Payment" herein.*

### Introduction

The District was established in 1949. The District covers an area of approximately 5.4 square miles in the County near the Pacific Ocean. The District operates five elementary schools, one middle school, one comprehensive high school, a continuation high school, an independent study center, a child development program, and an adult education program. For fiscal year 2014-15, the District's budgeted ADA is 6,448 students, and taxable property within the District has an assessed valuation of \$\_\_\_\_\_.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of subsequent audited financial reports of the District may be obtained by contacting: Culver City Unified School District, 4034 Irving Place, Culver City, California 90232, attention: Superintendent.

### Administration

The District is governed by a five-member Board, each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their office and the date their term expires, are listed below:

#### BOARD OF EDUCATION Culver City Unified School District

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Laura Chardiet	President	November 30, 2015
Nancy Goldberg	Vice President	November 30, 2015
Steven M. Levin	Clerk	November 30, 2017
Katherine Paspalis	Parliamentarian	November 30, 2017
Susanne Robins	Member	November 30, 2017

The Superintendent of the District is responsible for administering the affairs of the District in accordance with the policies of the Board. Mr. David LaRose is currently the Superintendent of the District. Brief biographies of key personnel follow:

**David LaRose, Superintendent.** Mr. LaRose joined the District as the Superintendent in August 2012. Prior to his appointment as Superintendent, Mr. LaRose served as Superintendent at South Kitsap School District in Washington and taught and held administrative positions at schools in Arizona. Mr. LaRose received a bachelor’s degree in education from Lyndon State College and a master’s degree in education from Carson-Newman College.

**Mike Reynolds, Assistant Superintendent, Business Services.** Mr. Reynolds joined the District as the Assistant Superintendent, Business Services in October 2012. Prior to joining the District, Mr. Reynolds served as an Interim Manager at Jurupa Unified School District and as a Vice President for a consulting firm that provided business support services to school districts. Mr. Reynolds received a bachelor’s degree in \_\_\_\_\_ from the University of California, Riverside, and a master of business administration from California State University, San Bernardino.

**Average Daily Attendance and Enrollment**

On average throughout the District, the regular education pupil-teacher ratio is approximately \_\_\_\_\_ for grades K-3, \_\_\_\_\_ in grades 4-6, \_\_\_\_\_ in grades 6-8 and \_\_\_\_\_ in grades 9-12. The following table shows a six-year ADA and enrollment history for the District.

**AVERAGE DAILY ATTENDANCE AND ENROLLMENT  
Fiscal Years 2009-10 through 2014-15  
Culver City Unified School District**

<u>Fiscal Year</u>	<u>Average Daily Attendance<sup>(1)</sup></u>	<u>Enrollment<sup>(2)</sup></u>
2009-10	6,483	6,801
2010-11	6,539	6,821
2011-12	6,592	6,816
2012-13	6,506	6,741
2013-14	6,448	6,691
2014-15 <sup>(3)</sup>	6,448	6,691

<sup>(1)</sup> Except for fiscal year 2014-15, reflects P-2 ADA in each school year.

<sup>(2)</sup> Except for fiscal year 2014-15, reflects enrollment as of the October CBEDS in each school year.

<sup>(3)</sup> Budgeted.

Source: Culver City Unified School District.

**Charter School**

The State Legislature enacted the Charter Schools Act of 1992 (State Education Code Sections 47600-47616.5) to permit teachers, parents, students, and community members to establish schools that would be free from most state and district regulations. Revised in 1998, the State’s charter school law states that local boards are the primary charter approving agency and that county panels can appeal a denied charter. State education standards apply, and charter schools are required to use the same student assessment instruments. The charter school is exempt from state and local education rules and regulations, except as specified in the legislation.

The District has certain fiscal oversight and other responsibilities with respect to both independent and affiliated charter schools established within its boundaries. However, independent charter schools receive funding directly from the State, and such funding would not be reported in the District's audited financial statements. Affiliated charter schools receive their funding from the District, and would be reflected in the District's audited financial statements.

There is (are) \_\_\_\_\_ independent charter school(s) currently operating within the District, which opened \_\_\_\_\_ (the "Charter School"). For fiscal year 2013-14, the enrollment for the Charter School was \_\_\_\_\_ students. The District expects the fiscal year 2014-15 enrollment for the Charter School to be \_\_\_\_\_ students.

The District can make no representations regarding how many District students will transfer to charter schools in the future or back to the District from the Charter School, and the corresponding financial impact on the District.

**Labor Relations**

The District currently employs \_\_\_\_\_ full-time certificated employees and \_\_\_\_\_ full time classified employees. In addition, the District employs \_\_\_\_\_ part-time faculty and staff. District employees, except management and some part-time employees, are represented by the two bargaining units as noted below:

**BARGAINING UNITS  
Culver City Unified School District**

Name of <u>Bargaining Unit</u>	Number of <u>Employees Represented</u>	Current Contract <u>Expiration Date</u>
The Culver City Federation of Teachers		
The Association of Classified Employees		

*Source: Culver City Unified School District.*

**Retirement Programs**

*The information set forth below regarding the District's retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, unlike typical defined benefit programs, neither the employee, employer or State contribution rate to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial

liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, the State recently passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed A.B. 1469 (“A.B. 1469”) into law as a part of the State’s fiscal year 2014-15 budget. A.B. 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing on July 1, 2014, the employee contribution rates will increase over a three year phase in period in accordance with the following schedule:

**MEMBER CONTRIBUTION RATES  
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>STRS Members Hired Prior to January 1, 2013</u>	<u>STRS Members Hired After January 1, 2013</u>
July 1, 2014	8.15%	8.15%
July 1, 2015	9.20	8.56
July 1, 2016	10.25	9.205

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*Source: A.B. 1469.*

Pursuant to A.B. 1469, K-14 school districts’ contribution rate will increase over a seven year phase in period in accordance with the following schedule:

**K-14 SCHOOL DISTRICT CONTRIBUTION RATES  
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>K-14 school districts</u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

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*Source: A.B. 1469.*

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers’ Retirement Board (the “STRS Board”), is required to increase or decrease the K-14 school districts’ contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members’ contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, A.B. 1469 also requires the STRS Board to report to the State legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to



service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

The District contributed to STRS in the amount of \$2,090,852 in fiscal year 2010-11, \$2,113,372 in fiscal year 2011-12, \$2,242,653 in fiscal year 2012-13, and \$\_\_\_\_\_ in fiscal year 2013-14. The District has budgeted a contribution to STRS in the amount of \$\_\_\_\_\_ in fiscal year 2014-15.

The State also contributes to STRS, currently in an amount equal to 3.454% of teacher payroll for fiscal year 2014-15. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Pursuant to A.B. 1469, the State contribution rate will increase over the next three years to a total of 6.328% in fiscal year 2016-17. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the "SBPA"), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

**PERS.** Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund ("PERF"). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2013 included 1,580 public agencies and schools (representing more than 2,500 entities). PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for "classified employees," which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the "Schools Pool").

Contributions by employers to the PERS Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The District is currently required to contribute to PERS at an actuarially determined rate, which is 11.771% of eligible salary expenditures for fiscal year 2014-15. Participants enrolled in PERS prior to January 1, 2013 contribute 7% of their respective salaries, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which is 6% of their respective salaries for fiscal year 2013-14. See "— California Public Employees' Pension Reform Act of 2013" herein.

The District contributed to PERS in the amount of \$947,073 in fiscal year 2010-11, \$973,716 in fiscal year 2011-12, \$1,072,670 in fiscal year 2012-13, and \$\_\_\_\_\_ in fiscal year 2013-14. The District has budgeted a contribution to PERS in the amount of \$\_\_\_\_\_ in fiscal year 2014-15.

**State Pension Trusts.** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii)

PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

**FUNDED STATUS**  
**STRS (Defined Benefit Program) and PERS**  
**(Dollar Amounts in Millions)<sup>(1)</sup>**  
**Fiscal Years 2010-11 through 2012-13**

Fiscal Year	STRS				PERS			
	Accrued Liability	Value of Trust Assets (MVA) <sup>(2)</sup>	Unfunded Liability (MVA) <sup>(2)(3)</sup>	Unfunded Liability (AVA) <sup>(4)</sup>	Accrued Liability	Value of Trust Assets (MVA) <sup>(2)</sup>	Unfunded Liability (MVA) <sup>(2)</sup>	Unfunded Liability (AVA) <sup>(4)</sup>
2010-11	\$208,405	\$147,140	\$68,365	\$64,475	\$58,358	\$45,901	\$12,457	\$6,811
2011-12	215,189	143,118	80,354	70,957	59,439	44,854	14,585	5,648
2012-13	222,281	157,176	74,374	73,667	<sup>(5)</sup>	<sup>(5)</sup>	<sup>(5)</sup>	<sup>(5)</sup>

<sup>(1)</sup> Amounts may not add due to rounding.

<sup>(2)</sup> Reflects market value of assets.

<sup>(3)</sup> Excludes SBPA reserve.

<sup>(4)</sup> Reflects actuarial value of assets.

<sup>(5)</sup> On April 16, 2014, the PERS Board (as defined herein) released certain actuarial information to be incorporated into the June 30, 2013 actuarial valuation to be released in late summer 2014. Based upon this information, as of June 30, 2013, the Schools Pool portion of the Public Employees Retirement Fund had an unfunded accrued actuarial liability of \$12.0 billion with a funded ratio of 80.5% based on market value of assets.

Source: PERS State & Schools Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

Over the past two years, the PERS Board of Administration (the “PERS Board”) has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board voted to lower the PERS’ rate of expected price inflation and its investment rate of return (net of administrative expenses) (the “PERS Discount Rate”) from 7.75% to 7.5%. As one consequence of such decrease, the annual contribution amounts paid by PERS member public agencies, including the District, have been increased by 1 to 2% for miscellaneous plans and by 2 to 3% for safety plans beginning in fiscal year 2013-14. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The PERS Board has delayed the implementation of the new actuarial policies until fiscal year 2015-16 for the State, K-14 school districts and all other public agencies.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The cost of the revised assumptions shall be amortized over a 20-year period and related increases in public agency contribution rates shall be affected over a three year period, beginning in fiscal year 2014-15. The new demographic assumptions affect each of: the State, K-14 school districts and all other public agencies.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under A.B. 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

**California Public Employees' Pension Reform Act of 2013.** On September 12, 2012, the Governor signed into law the California Public Employee's Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

### **Other Postemployment Benefits**

**Plan Description.** The District administers a single-employer defined benefit other postemployment benefit plan (the "Plan") that provides medical, dental and vision insurance benefits to eligible retirees and their spouses (the "Benefits"). The District provides lifetime Benefits, in accordance with District employment contracts, to all employees who retire from the District on or after attaining age 55 with at least 10 years of service. For certificated and classified employees, the cap for annual Benefits is \$3,207 (single) and \$6,414 (two party) until the employee reaches age 66, at which point the annual cap becomes \$2,000. For management and classified employees, there is no cap for annual Benefits before age 66, and after age 66, the cap is \$2,000. There are currently \_\_\_\_ retirees and beneficiaries currently receiving Benefits, and \_\_\_\_ active plan members eligible for, but not yet receiving, the Benefits.

**Funding Policy.** The District's funding policy for the Benefits is based on the projected pay-as-you-go financing requirements, with additional amounts to prefund the Benefits as determined annually by the Board. For fiscal year 2012-13, the District contributed \$584,905 for the Benefits, [all of which was used for current premiums]. For fiscal year 2013-14, the District contributed \$\_\_\_\_\_ for the Benefits, [all of which was used for current premiums]. For fiscal year 2014-15, the District has budgeted a contribution of \$\_\_\_\_\_ for the Benefits, [all of which will be used for current premiums].

**Actuarial Study.** The District has implemented GASB Statement #45, Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans, pursuant to which the District has commissioned and received several actuarial studies of its outstanding liabilities with respect to the Benefits. The most recent of these studies, dated \_\_\_\_\_, with a valuation date of May 1, 2013, determined that the UAAL with respect to the Benefits was approximately \$17,271,894. The Study also concluded that the annual required contribution ("ARC") was \$1,461,100. The ARC is the amount that would be necessary to fund the value of future benefits earned by current employees during each fiscal year (the "Normal Cost") and the amount necessary to amortize the UAAL, in accordance with the GASB Statements Nos. 43 and 45.

**Net OPEB Obligation.** As of June 30, 2013, the District recognized a long-term obligation (the "Net OPEB Obligation") of \$4,122,833 with respect to its accrued liability for the Benefits. The Net OPEB Obligation is based on the District's contributions towards the ARC during fiscal year 2012-13, plus interest on the prior year's Net OPEB Obligation and minus any adjustments to reflect the amortization thereof. See "APPENDIX B – EXCERPTS FROM THE DISTRICT'S 2012-13 AUDITED FINANCIAL STATEMENTS – Note 10 "POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)" attached hereto.

### **Joint Powers Authorities**

The District participates in two joint powers agreement (JPA) entities: the Alliance of Schools for Cooperative Insurance Programs ("ASCIP") and the School Linked for Insurance Management ("SLIM"). [ASCIP provides property liability and property coverage to 117 school districts and community colleges in the state of California. SLIM arranges for and provides workers' compensation insurance for its member districts.]

Each JPA is governed by a board consisting of a voting representative from member district categories. Each governing board controls the operations of its JPA independent of any influence by the District beyond the District's representation on the governing boards. Each JPA is independently accountable for its fiscal matters. Budgets are not subject to any approval other than that of the respective governing boards. Member districts share surpluses and deficits proportionately to their participation in each JPA. The relationships between the District and the JPAs are such that neither JPA is a component unit of the District for financial reporting purposes.

**District Debt Structure**

**Long-Term Debt.** A schedule of changes in long-term debt for the fiscal year ended June 30, 2013, is shown below:

	Balance <u>July 1, 2012</u>	<u>Additions</u>	<u>Deletions</u>	Balance <u>June 30, 2013</u>
General obligation bonds	\$34,700,000	--	\$820,000	\$33,880,000
Net OPEB obligation	<u>3,101,768</u>	<u>\$1,021,768</u>	<u>--</u>	<u>4,122,833</u>
Total	<u>\$37,801,768</u>	<u>\$1,021,768</u>	<u>\$820,000</u>	<u>\$38,002,833</u>

*Source: Culver City Unified School District.*

**General Obligation Bonds.** The District received authorization at an election held on November 5, 1996, by at least 55% of the votes cast by eligible voters within the District to issue \$40,000,000 maximum principal amount of general obligation bonds (the “1996 Authorization”). The District issued three series of bonds pursuant to the authorization (together, the “1996 Authorization Bonds”). On November 16, 2005, the District issued its Culver City Unified School District General Obligation Refunding Bonds, Series 2005 (the “2005 Refunding Bonds”) in the aggregate principal amount of \$37,795,000 to refund certain of the then-outstanding 1996 Authorization Bonds and to finance the acquisition, construction, improvement, furnishing and equipping of real property in the District. There are currently no outstanding 1996 Authorization Bonds.

The District received authorization at the Election, held on July 3, 2014, by at least 55% of the votes cast by eligible voters within the District to issue \$106,000,000 maximum principal amount of general obligation bonds (the “Authorization”). The Bonds represent the first series of bonds issued pursuant to the Authorization. After the issuance of the Bonds, \$ \_\_\_\_\_\* of the Authorization will remain unissued.

\* Preliminary, subject to change.

The following table shows the combined debt service schedule with respect to the District's total outstanding general obligation bonded debt following the issuance of the Bonds, assuming no optional redemptions are made.

**COMBINED DEBT SERVICE SCHEDULE  
Culver City Unified School District**

Year Ending (August 1)	2005 Refunding Bonds <sup>(1)</sup>	The Bonds	Total Annual Debt Service
2015	\$2,743,310.00		
2016	2,739,325.00		
2017	2,737,052.50		
2018	2,741,140.00		
2019	2,741,515.00		
2020	2,743,117.50		
2021	2,746,242.50		
2022	2,749,302.50		
2023	2,753,275.00		
2024	2,746,412.50		
2025	2,750,387.50		
2026	2,749,367.50		
2027	2,758,352.50		
2028	2,761,510.00		
2029	2,766,900.00		
2030	2,765,792.50		
2031	3,063,187.50		
2032	3,051,852.50		
2033	3,232,890.00		
2034	--		
2035	--		
2036	--		
2037	--		
2038	--		
2039	--		
2040	--		
2041	--		
Total	<u>\$53,340,932.50</u>		

<sup>(1)</sup> Concurrently with the issuance of the 2005 Refunding Bonds, the Culver City School Facilities Financing Authority issued its Revenue Bonds, Series 2005 in the aggregate principal amount of \$38,230,000 for the purpose of purchasing the District's 2005 Refunding Bonds and to finance the acquisition, construction, improvement, furnishing and equipping of real property in the District.

Source: *Culver City Unified School District.*

**TAX MATTERS**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State personal income tax. Bond Counsel notes that, with respect to corporations, interest

on the Bonds may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS, THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE INTEREST ON THE BONDS OR THE MARKET VALUE OF THE BONDS. LEGISLATIVE CHANGES HAVE BEEN PROPOSED IN CONGRESS, WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME TAX BEING IMPOSED ON CERTAIN OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS SUCH AS THE BONDS. THE INTRODUCTION OR ENACTMENT OF ANY SUCH CHANGES COULD

ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT, SUBSEQUENT TO THE ISSUANCE OF THE BONDS, SUCH CHANGES (OR OTHER CHANGES) WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Bonds is attached hereto as APPENDIX A.

## LEGAL MATTERS

### **Legality for Investment in California**

Under provisions of the State Financial Code, the Bonds are legal investments for commercial banks in the State to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the Government Code of the State, are eligible for security for deposits of public moneys in the State.

### **Continuing Disclosure**

***Current Undertaking.*** In connection with the issuance of the Bonds, the District has covenanted for the benefit of Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Reports") by not later than nine months following the end of the District's fiscal year (which currently ends June 30), commencing with the report for the 2013-14 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of listed events will be filed by the District in accordance with the requirements of the Rule. The specific nature of the information to be contained in the Annual Reports or the notices of listed events is included in "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS" attached hereto. These covenants have been made in order to assist the Underwriter in complying with the Rule.

***Previous Undertakings.*** [TO COME.]



## **No Litigation**

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* property taxes or to collect other revenues or contesting the District's ability to issue and retire the Bonds.

## **Information Reporting Requirements**

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 ("TIPRA"). Under Section 6049 of the Internal Revenue Code of 1986, as amended by TIPRA, interest paid on tax-exempt obligations is subject to information reporting in a manner similar to interest paid on taxable obligations. The effective date of this provision is for interest paid after December 31, 2005, regardless of when the tax-exempt obligations were issued. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

## **Legal Opinion**

The legal opinion of Bond Counsel, approving the validity of the Bonds, will be supplied to the original purchasers thereof without cost. A copy of the proposed form of such legal opinion for the Bonds is attached to this Official Statement as APPENDIX A.

## **MISCELLANEOUS**

### **Ratings**

The Bonds have been assigned underlying ratings of "\_\_\_" and "\_\_\_" by S&P and Moody's. The ratings reflect only the views of the rating agencies, and any explanation of the significance of such ratings should be obtained from the rating agencies at the following addresses: Standard & Poor's, 55 Water Street, 45<sup>th</sup> Floor, New York, New York 10041; Moody's Investor's Service, 7 World Trade Center at 250 Greenwich Street, New York, NY 10007. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agencies if, in the judgment of the rating agencies, circumstances so warrant. The District undertakes no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal of the ratings obtained may have an adverse effect on the market price of the Bonds.

### **Financial Statements**

Excerpts from the District's audited financial statements with required supplemental information for the year ended June 30, 2013, the independent auditor's report of the District, and the related statements of activities and of cash flows for the year then ended, and the report of Christy White Associates, A Professional Accountancy Corporation (the "Auditor") dated November 27, 2013, are included in this Official Statement as APPENDIX B. In connection with the inclusion of the excerpts from financial statements and the report of the Auditor thereon in APPENDIX B to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness

or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

### **Underwriting**

Pursuant to the terms of a Notice Inviting Proposals for Purchase of Bonds (the "Notice Inviting Proposals"), \_\_\_\_\_ (the "Underwriter") will purchase all of the Bonds for a purchase price of \$ \_\_\_\_\_, which is equal to the initial principal amount of the Bonds, plus original issue premium of \$ \_\_\_\_\_, less \$ \_\_\_\_\_ of underwriting discount.

The Notice Inviting Proposals provides that the Underwriter will purchase all of the Bonds, if any are purchased. The initial offering prices stated on the inside cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than such initial offering prices.

### **Additional Information**

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the Resolution providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

Some of the data contained herein has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners, beneficial or otherwise, of any of the Bonds.

### **CULVER CITY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mike Reynolds  
Assistant Superintendent, Business Services

## APPENDIX A

### FORM OF OPINION OF BOND COUNSEL FOR THE BONDS

\_\_\_\_\_, 2014

Board of Education  
Culver City Unified School District

Members of the Board of Education:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$ \_\_\_\_\_ Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A (the "Bonds"). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, a 55% vote of the qualified electors of the Culver City Unified School District (the "District") voting at an election held on June 3, 2014 and a resolution of the Board of Education of the District (the "Resolution").

2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. It should be noted that, with respect to corporations, such interest is may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

4. Interest on the Bonds is exempt from State of California personal income tax.

5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bonds constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the Bondowner's basis in the applicable Bond. Original issue discount that accrues to the Bondowner is excluded from the gross income

of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

6. The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the Bondowner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Bondowner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

**APPENDIX B**

**EXCERPTS FROM THE DISTRICT'S 2012-13 AUDITED FINANCIAL STATEMENTS**

## APPENDIX C

### FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS

*The Culver City Unified School District will execute a Continuing Disclosure Certificate in substantially the following form in connection with the issuance of \$ \_\_\_\_\_ Culver City Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series A.*

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Culver City Unified School District (the "District") in connection with the issuance of \$ \_\_\_\_\_ of the District's Election of 2014 General Obligation Bonds, Series A (the "Bonds"). The Bonds are being issued pursuant to a Resolution of the District dated \_\_\_\_\_, 2014. The District covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially \_\_\_\_\_, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

"Holder" shall mean the registered owner of the Bonds.

"Listed Events" shall mean any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Certificate.

"Official Statement" shall mean the Official Statement, dated as of \_\_\_\_\_, 2014, relating to the offer and sale of the Bonds.

"Participating Underwriter" shall mean \_\_\_\_\_, or any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean, the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Certificate, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (presently ending June 30), commencing with the report for the 2013-14 Fiscal Year, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than thirty (30) days (nor more than sixty (60) days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a notice to the Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided and listing all the Repository to which it was provided.

SECTION 4. Content and Form of Annual Reports. (a) The District’s Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District’s audited financial statements):

- (a) state funding received by the District for the last completed fiscal year;
- (b) average daily attendance of the District for the last completed fiscal year;
- (c) outstanding District indebtedness;
- (d) summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year;
- (e) assessed valuation of taxable property within the District for the current fiscal year;
- (f) secured tax levy collections and delinquencies within the District for the last completed fiscal year, except to the extent the Teeter Plan, if adopted by Los Angeles County, applies to both the 1% general purpose *ad valorem* property tax levy and to the tax levy for general obligation bonds of the District.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(b) The Annual Report shall be filed in an electronic format, and accompanied by identifying information, prescribed by the Municipal Securities Rulemaking Board

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent



or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(b) Pursuant to the provisions of this Section 5(b), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of Bondholders.
3. optional, contingent or unscheduled Bond calls.
4. unless described under Section 5(a)(5) above, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
5. release, substitution or sale of property securing repayment of the Bonds.
6. 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.
7. appointment of a successor or additional trustee or paying agent with respect to the Bonds or the change of name of such a trustee or paying agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

**SECTION 6. Termination of Reporting Obligation.** The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a) or Section 5(b), as applicable.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon fifteen (15) days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. 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 Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances 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 Bonds, or the type of business conducted;

(b) 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 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and

(d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure

Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds 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 Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall confer no duties on the Dissemination Agent to the Participating Underwriter, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repository. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: \_\_\_\_\_, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Assistant Superintendent, Business Services

**EXHIBIT A**

**NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

Name of District: CULVER CITY UNIFIED SCHOOL DISTRICT

Name of Bond Issue: Election of 2014 General Obligation Bonds, Series A

Date of Issuance: \_\_\_\_\_, 2014

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by \_\_\_\_\_.

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

CULVER CITY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_ [form only; no signature required]

## APPENDIX E

### ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF CULVER CITY AND THE COUNTY OF LOS ANGELES

*The District is located in western Los Angeles County (the "County"), including the City of Culver City (the "City"). The following economic data for the City and the County are presented for information purposes only. The Bonds are not a debt or obligation of the City or the County.*

#### General

The City is located approximately eight miles west of downtown in Los Angeles, encompassing an area of five square miles. In 1917 the City was incorporated as a general law city and in 1947 moved from a general law city to a charter city with a City Council-City Manager form of government. The City is a center for motion picture and television production and is the home of its top employer, Sony Pictures Entertainment.

The County was incorporated on February 18, 1850 and is one of the original counties of California. With 4,061 square miles, the County borders 70 miles of coast on the Pacific Ocean. The County is home to 88 incorporated cities and many unincorporated areas. In between the large desert portions of the County — which make up around 40% of its land area — and the heavily urbanized central and southern portions sits the San Gabriel Mountains containing Angeles National Forest. All of the southern portion of the County, north to about the center of the County, is heavily urbanized.

#### Population

The following table summarizes population estimates for the City, County and State of California.

**POPULATION ESTIMATES**  
**City of Culver City, Los Angeles County and State of California**  
**2001-2014**

<u>Year<sup>(1)</sup></u>	<u>City of Culver City</u>	<u>County of Los Angeles</u>	<u>State of California</u>
2001	39,089	9,590,080	34,256,789
2002	39,367	9,679,212	34,725,516
2003	39,554	9,756,914	35,163,609
2004	39,635	9,806,944	35,570,847
2005	39,547	9,816,153	35,869,173
2006	39,283	9,798,609	36,116,202
2007	39,048	9,780,808	36,399,676
2008	38,915	9,785,474	36,704,375
2009	38,874	9,801,096	36,966,713
2010	38,896	9,822,121	37,223,900
2011	38,932	9,847,712	37,427,946
2012	39,024	9,889,467	37,668,804
2013	39,233	9,963,811	37,984,138
2014	39,579	10,041,797	38,340,074

<sup>(1)</sup> January 1 data.

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and the State, 2001-2012. March 2010 Benchmark. Years 2011-2014 with 2010 Census Benchmark.

## Personal Income

The following tables summarize personal income and per capita personal income for the County, State of California and United States from 2005 through 2012.

**PERSONAL INCOME**  
**County of Los Angeles, State of California, and United States**  
**2005-2012**  
**(Dollars in Thousands)**

<u>Year</u>	<u>County of Los Angeles</u>	<u>California</u>	<u>United States</u>
2005	\$357,332,951	\$1,396,173,422	\$10,605,645,000
2006	384,365,031	1,499,451,517	11,376,460,000
2007	397,871,070	1,564,440,661	11,990,244,000
2008	409,986,688	1,596,281,897	12,429,284,000
2009	394,935,230	1,536,429,610	12,073,738,000
2010	403,962,065	1,579,148,473	12,423,332,000
2011	424,763,231	1,683,203,700	13,179,561,000
2012	443,088,010	1,768,039,281	13,729,063,000

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

**PER CAPITA PERSONAL INCOME<sup>(1)</sup>**  
**County of Los Angeles, State of California, and United States**  
**2005-2012**

<u>Year</u>	<u>County of Los Angeles</u>	<u>California</u>	<u>United States</u>
2005	\$36,513	\$38,969	\$35,888
2006	39,471	41,627	38,127
2007	41,016	43,157	39,804
2008	42,114	43,609	40,873
2009	40,351	41,569	39,357
2010	41,113	42,297	40,163
2011	42,953	44,666	42,298
2012	44,474	46,477	43,735

<sup>(1)</sup> Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. Estimates for 2005-2012 reflect county population estimates available as of January 2013. All dollar estimates are in current dollars (not adjusted for inflation).

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

## Employment

The following table summarizes the labor force, employment and unemployment figures for the City, County and State from 2009 through 2013.

### LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT The City of Culver City, County of Los Angeles and State of California 2009-2013

<u>Year and Area</u>	<u>Labor Force</u>	<u>Employment</u> <sup>(1)</sup>	<u>Unemployment</u> <sup>(2)</sup>	<u>Unemployment Rate (%)</u> <sup>(3)</sup>
2009				
City of Culver City	23,400	22,400	1,900	8.0
Los Angeles County	4,907,600	4,339,300	568,300	11.6
State of California	18,220,100	16,155,000	2,065,100	11.3
2010				
City of Culver City	24,300	22,200	2,100	8.7
Los Angeles County	4,916,300	4,298,500	617,900	12.6
State of California	18,336,300	16,068,400	2,267,900	12.4
2011				
City of Culver City	24,400	22,400	2,100	8.5
Los Angeles County	4,936,400	4,331,500	604,900	12.3
State of California	18,417,900	16,249,600	2,168,300	11.8
2012				
City of Culver City	24,400	22,500	1,800	7.5
Los Angeles County	4,901,300	4,365,800	535,500	10.9
State of California	18,519,000	16,589,700	1,929,300	10.4
2013				
City of Culver City	24,800	23,100	1,700	6.8
Los Angeles County	4,960,300	4,470,700	489,600	9.9
State of California	18,596,800	16,933,300	1,663,500	8.9

<sup>(1)</sup> Data is based on annual averages, unless otherwise specified, and is not seasonally adjusted.

<sup>(2)</sup> Includes persons involved in labor-management trade disputes.

<sup>(3)</sup> Includes all persons without jobs who are actively seeking work.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. March 2013 Benchmark.

## Industry

The City is included in the Los Angeles-Long Beach-Glendale Metropolitan Statistical Area (the "MSA"). The distribution of employment in the MSA is presented in the following table for the calendar years 2009 through 2013. These figures are multi county-wide statistics and may not necessarily accurately reflect employment trends in the City.

### INDUSTRY EMPLOYMENT & LABOR FORCE ANNUAL AVERAGES Los Angeles-Long Beach-Glendale Metropolitan Division 2009-2013

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Farm	6,200	6,200	5,600	5,400	5,500
Mining and Logging	4,100	4,100	4,000	4,300	4,600
Construction	117,300	104,500	105,000	109,100	116,500
Manufacturing	389,200	373,200	366,800	367,200	366,500
Nondurable Goods	171,600	166,200	162,700	163,000	162,700
Wholesale Trade	204,500	203,000	205,200	211,300	217,800
Retail Trade	387,000	386,400	392,900	400,900	405,900
Transportation, Warehousing and Utilities	151,200	150,500	151,800	154,400	156,900
Information	191,200	191,500	191,900	191,400	197,300
Financial Activities	216,000	209,500	208,400	210,700	211,800
Professional and Business Services	529,800	527,500	542,900	570,000	590,300
Education and Health Services	639,900	637,200	643,100	674,100	713,400
Leisure and Hospitality	385,500	384,800	394,600	415,300	436,700
Other Services	137,900	136,700	136,900	141,600	145,500
Government	<u>595,900</u>	<u>579,600</u>	<u>565,500</u>	<u>556,800</u>	<u>549,200</u>
Total All Industries	3,955,600	3,894,600	3,914,600	4,012,300	4,118,000

Source: California Employment Development Department, Labor Market Information Division. March 2013 Benchmark.



## Largest Employers

The following tables rank the largest employers in the County and City.

### LARGEST PRIVATE-SECTOR EMPLOYERS County of Los Angeles 2013

<u>Rank</u>	<u>Company</u>	<u>Los Angeles County Employees</u>	<u>Description</u>
1.	Kaiser Permanente	36,495	Non-profit health plan
2.	Northrop Grumman Corp.	16,100	Defense contractor
3.	Target Corp.	15,000	Retail
4.	University of Southern California	14,525	Private university
5.	Bank of America Corp.	13,746	Banking and financial services
6.	Ralphs/Food 4 Less (Kroger Co. division)	13,500 <sup>(1)</sup>	Retail grocer
7.	Providence Health & Services Southern California	19,983	Health care
8.	Cedars-Sinai Medical Center	10,663	Medical center
9.	Home Depot	10,630	Home improvement specialty retailer
10.	Walt Disney Co.	10,500 <sup>(1)</sup>	Entertainment
11.	Boeing Co.	10,463	Aerospace and defense
12.	Wells Fargo	10,100	Diversified financial services
13.	AT&T Inc.	8,900	Telecommunications
14.	UPS	8,845	Transportation and freight
15.	California Institute of Technology	8,649	Private university, operator of Jet Propulsion Laboratory
16.	ABM Industries Inc.	8,200	Facility services
17.	American Apparel Inc.	7,960	Apparel manufacturer and retailer
18.	Edison International	7,850	Electric utility
19.	Vons	7,750	Retail grocer
20.	FedEx Corp.	7,700 <sup>(1)</sup>	Shipping and logistics

<sup>(1)</sup> Business Journal estimate.

Source: *Los Angeles Business Journal, The Lists 2014.*

**LARGEST EMPLOYERS**  
**City of Culver City**  
**2013**

<u>Rank</u>	<u>Company</u>	<u>Employees</u>
1.	Sony Pictures Entertainment	6,000
2.	G & K Management Co.	1,100
3.	Culver City Unified School District	1,084
4.	Hollywood Comm. Hospital (Brotman Medical Center)	860
5.	Symantec Corporation	800
6.	Culver City	638
7.	Security Industry Specialists	400
8.	Target	400
9.	Kayne-Eras Center	300
10.	Moldex-Metric	300

Source: City of Culver City 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2013.

**Commercial Activity**

The following tables summarize taxable sales in the City and County from 2007 through 2012.

**TAXABLE SALES**  
**County of Los Angeles**  
**2007-2012**  
**(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2007	142,380	\$96,095,711	290,344	\$137,820,418
2008	146,999	89,810,309	289,802	131,881,744
2009	175,461	78,444,115	264,928	112,744,727
2010	182,491	82,175,416	271,293	116,942,334
2011	179,872	89,251,447	266,868	126,440,737
2012	180,359	95,318,603	266,414	135,295,582

Note: In 2009, retail permits expanded to include permits for food services.

Source: "Taxable Sales in California (Sales & Use Tax)," California Board of Equalization.

**TAXABLE SALES**  
**City of Culver City**  
**2007-2012**  
**(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2007	1,130	\$1,306,460	2,199	\$1,619,385
2008	1,136	1,209,093	2,189	1,527,219
2009	1,374	1,094,272	2,080	1,343,472
2010	1,406	1,189,779	2,093	1,419,154
2011	1,405	1,302,492	2,075	1,515,684
2012	1,429	1,390,703	2,074	1,598,763

Note: In 2009, retail permits expanded to include permits for food services.

Source: "Taxable Sales in California (Sales & Use Tax)," California Board of Equalization.

## Building Activity

The following tables summarize new building permits and valuations in the County and City from 2009 through 2013.

### BUILDING PERMITS AND VALUATIONS Los Angeles County (Dollars in Thousands) 2009-2013

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Valuation (\$000's)					
Residential	\$2,393,257	\$2,824,463	\$3,415,434	\$3,089,228	\$4,743,955
Non-Residential	<u>2,673,544</u>	<u>2,699,913</u>	<u>3,126,956</u>	<u>1,836,109</u>	<u>4,326,366</u>
Total	\$5,066,801	\$5,494,375	\$6,542,390	\$4,925,337	\$9,070,321
Units					
Single Family	2,131	2,417	2,370	2,508	3,607
Multiple Family	<u>3,522</u>	<u>5,056</u>	<u>8,098</u>	<u>7,244</u>	<u>13,243</u>
Total	5,653	7,473	10,468	9,752	16,850

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

### BUILDING PERMITS AND VALUATIONS City of Culver City 2009-2013

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Valuation (\$000's)					
Residential	\$6,899	\$8,398	\$14,452	\$7,783	\$8,478
Non-Residential	<u>50,572</u>	<u>17,584</u>	<u>33,708</u>	<u>39,553</u>	<u>61,751</u>
Total	\$57,471	\$25,982	\$48,160	\$47,336	\$70,229
Units					
Single Family	1	4	0	6	3
Multiple Family	<u>0</u>	<u>0</u>	<u>28</u>	<u>0</u>	<u>0</u>
Total	1	4	28	6	3

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

## APPENDIX E

### LOS ANGELES COUNTY TREASURY POOL

*The following information concerning the Los Angeles County Treasury Pool (the "Treasury Pool") has been provided by the Treasurer, and has not been confirmed or verified by the District, the Financial Advisor or the Underwriter. The District, the Financial Advisor and the Underwriter have not made an independent investigation of the investments in the Treasury Pool and have made no assessment of the current County investment policy. The value of the various investments in the Treasury Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the County Board of Supervisors, may change the County investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described herein. Finally, neither the District, the Financial Advisor nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Additional information regarding the Treasury Pool may be obtained from the Treasurer at [www.ttc.lacounty.gov](http://www.ttc.lacounty.gov); however, the information presented on such website is not incorporated herein by any reference.*

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**BOARD REPORT**

**8/26/14  
14.3g**

**14.3g Resolution #3/2014-15 – Formation of Bond Oversight Committee**

Pursuant to the requirements of Proposition 39, we need to adopt the attached resolution to form the District's Measure CC Bond Oversight Committee for the purpose of providing public oversight of bond expenditures,

**RECOMMENDED MOTION:** That the Board of Education adopt Resolution #3/2014-15 authorizing formation of the Measure CC Bond Oversight Committee.

**Moved by:**

**Seconded by:**

**Vote:**

**CULVER CITY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 3 / 2014-2015**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE CULVER CITY UNIFIED SCHOOL DISTRICT ESTABLISHING AN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE AND APPROVING BYLAWS THEREFORE**

**WHEREAS**, the Board of Education of the Culver City Unified School District (the "District") previously adopted a resolution requesting Los Angeles County (the "County") to call an election for general obligation bonds (the "Bond Election") to be held on June 3, 2014; and

**WHEREAS**, notice of the Bond Election was duly given; and on June 3, 2014 the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of bonds of the District in the amount of \$106,000,000 ("Measure CC"); and

**WHEREAS**, based on the Canvass and Statement of Results for the County, more than fifty-five percent of the votes cast on the Measure CC were in favor of issuing the aforementioned bonds; and

**WHEREAS**, the Board of Education of the District wishes hereby to establish an independent citizens' bond oversight committee in connection with any issuance of bonds under Measure CC and to approve Bylaws governing such committee.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CULVER CITY UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. Authorization. Measure CC was authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution in accordance with the requirements of the Strict Accountability In Local School Construction Bonds Act of 2000 (the "Act").

Section 2. Establishment of Committee. An independent citizens' bond oversight committee (the "Committee") is hereby established for the purposes set forth in the Act.

Section 3. Bylaws. The Committee shall operate pursuant to the Board approved Bylaws. The Committee shall have only those responsibilities granted to them in the Act and in the Bylaws. The Bylaws, as submitted herewith and attached hereto, are hereby approved.

Section 4. Other Actions. Officers of the Board and members of the Committee established hereunder are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_\_, 2014.

BOARD OF EDUCATION OF THE CULVER  
CITY UNIFIED SCHOOL DISTRICT

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President

ATTEST:

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Secretary

STATE OF CALIFORNIA    )  
                                          )ss  
LOS ANGELES COUNTY    )

I, \_\_\_\_\_, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted by the Board of Education of the Culver City Unified School District at a meeting thereof held on \_\_\_\_\_, 2014 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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



**BOARD REPORT**

**8/26/14  
14.3h**

**14.3h Bond Oversight Committee Bylaws**

In addition to the Resolution to form the District's Measure CC Bond Oversight Committee, adoption of the bylaws governing the Committee's roles and responsibilities is required.

**RECOMMENDED MOTION:** That the Board of Education adopt the Independent Citizens' Bond Oversight Committee bylaws as presented.

**Moved by:**

**Seconded by:**

**Vote:**

## INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

**Section 1. Committee Established.** The Culver City Unified School District (the "District") was successful at the election conducted on June 3, 2014 (the "Election") in obtaining authorization from the District's voters to issue up to \$106,000,000 aggregate principal amount of the District's general obligation bonds ("Measure CC"). The Election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an Independent Citizens' Bond Oversight Committee in order to satisfy the accountability requirements of Prop 39. The Board of Education of the District (the "Board") hereby establishes the Independent Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have legal capacity independent from the District.

**Section 2. Purposes.** The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under Measure CC. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform only the duties set forth in Sections 3.1, 3.2, and 3.3 hereof, and shall refrain from those activities set forth in Sections 3.4 and 3.5.

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee.

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in Measure CC; and (b) no bond proceeds were used for teacher or administrative salaries or other operating expenses in compliance with Attorney General Opinion 04-110, issued on November 9, 2004.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of contracts,
- (ii) Approval of change orders,
- (iii) Expenditures of bond funds,
- (iv) Handling of all legal matters,
- (v) Approval of project plans and schedules,
- (vi) Approval of all deferred maintenance plans, and
- (vii) Approval of the sale of bonds.

3.5 Measure CC Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the bond projects, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive copies of the District's annual, independent performance audit and annual, independent financial audit required by Prop 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(b) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent.

(c) Review copies of deferred maintenance plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(e) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

**Section 5. Membership.**

5.1 Number.

The Committee shall consist of at least seven (7) members appointed by the Board from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

- (a) To be a qualified person, he or she must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest.

(a) Members of the Committee are not subject to the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and are not required to complete Form 700; but each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

(b) Pursuant to Section 35233 of the Education Code, the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code ("Article 4") and Article 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code ("Article 4.7") are applicable to members of the Committee. Accordingly:

(i) Members of the Committee shall not be financially interested in any contract made by them in their official capacities or by the Committee, nor shall they be purchasers at any sale or vendors at any purchase made by them in their official capacity, all as prohibited by Article 4; and

(ii) Members of the Committee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to duties as a member of the Committee or with the duties, functions, or responsibilities of the Committee or the District. A member of the Committee shall not perform any work, service, or counsel for compensation where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of the District's Board of Trustees, except as permitted under Article 4.7.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the date of appointment by the Board. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots or otherwise select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Members whose terms have expired may continue to serve on the Committee until a successor has been appointed.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District will advertise in the local newspapers, on its website, and in other customary forums, as well as solicit appropriate local groups for applications; (b) the Superintendent will review the applications; and (c) the Superintendent will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall

be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The Board shall seek to fill vacancies within 90 days of the date of occurrence of a vacancy.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; (c) the Committee shall not establish sub-committees for any purpose; and (d) the Committee shall have the right to request and receive copies of any public records relating to Measure CC funded projects.

**Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee shall meet at least once a year, but shall not meet more frequently than quarterly.

6.2 Location. All meetings shall be held within the boundaries of the Culver City Unified School District, located in Los Angeles County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business of the Committee.

**Section 7. District Support.**

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

**Section 8. Reports.** In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9. Officers.** The Superintendent shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected by vote of a majority of the members of the Committee.

**Section 10. Amendment of Bylaws.** Any amendment to these Bylaws shall be approved by a majority vote of the Board.

**Section 11. Termination.** The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all Measure CC monies.

## **CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

### **POLICY**

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.
  
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.
  
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Culver City Unified School District.
  
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.



**BOARD REPORT**

**8/26/14  
14.3i**

**14.3i Revision to Agreement with Keygent Advisors**

At this time, we need to revise the date of our agreement with Keygent Advisors to be consistent with the timeline of our Measure CC Bond activities.

**RECOMMENDED MOTION:** That the Board of Education approve the date revision in the attached agreement with Keygent Advisors.

**Moved by:**

**Seconded by:**

**Vote:**



## FINANCIAL ADVISOR AGREEMENT

This financial advisor agreement ("Agreement") dated herein is entered into between Keygent LLC (hereinafter "Financial Advisor" or "Keygent") and Culver City Unified School District (hereinafter "District").

### RECITALS

Whereas, the District desires Financial Advisor to provide consulting services in connection with the District's financing needs; and

Whereas, the District desires Financial Advisor to provide administrative/strategic support and quantitative analysis in connection with prospective financings including, but not limited to, general obligation bonds and refinancings ("Financings"); and

Whereas, the District desires Financial Advisor to provide financial consulting services in connection with the issuance of Financings associated with its financing needs; and

Whereas, Financial Advisor represents itself able and, for a consideration, willing to perform the financial consulting services for the District.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Financial Advisor and District agree as follows:

### I. CONSULTING SERVICES.

The District hereby retains Keygent to perform the consulting services ("Consulting Services"), which services are described in Exhibit A, attached hereto and incorporated herein, and Keygent hereby agrees to perform said services pursuant to the terms and conditions of this Agreement. Keygent will not be responsible for work that is beyond the services set forth in Exhibit A. Either party may request changes to the services set forth in Exhibit A. All changes must be agreed to in writing between the parties prior to any change in the services in Exhibit A.

The Consulting Services do not include the provision of legal advice and Keygent makes no representations regarding questions of legal interpretation. The District should consult with its attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.

### II. DISTRICT RESPONSIBILITIES.

The District shall provide Keygent with all information relevant to the Consulting Services and any reasonable assistance as may be required to properly perform the Consulting Services. The District represents and warrants to Keygent that all such information provided by the District and any designated third party will be accurate and complete in all material respects. Keygent cannot warrant the correctness of data supplied by the District or other parties, nor can Keygent be responsible for data

not provided in a timely manner. We will not audit or otherwise verify the information supplied to us by the District or third party, except as may be specified in this Agreement. The District shall perform all management functions and make all management decisions in connection with the Consulting Services, and shall assign competent individuals to oversee the Consulting Services. The District is also responsible for the implementation of actions identified in the course of this engagement and results achieved from the Consulting Services. Any timing or fee estimate we have provided for this engagement is based upon the agreed-upon level of assistance from the District and commitment of District resources.

Keygent has not been engaged to, nor will Keygent provide any management functions or make management decisions for the District under this Agreement. It is the District's responsibility to establish and maintain its policies and procedures related to its business operations and financings.

### **III. TOOL DEVELOPMENT.**

Except as otherwise set forth in this Agreement, the District will own all tangible written material originally prepared expressly for the District and delivered to the District under this Agreement ("Work Product"), excluding any Keygent materials contained or embodied therein, which includes all: proprietary information, general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property or information which may have been discovered, created, developed or derived by Keygent either prior to or as a result of its provision of Consulting Services under this Agreement.

### **IV. TERM OF THE AGREEMENT/ EFFECTIVE DATE OF AGREEMENT**

The term of this Agreement shall be for the length necessary to complete the Financings. Nevertheless, the initial term of this Agreement shall be three years from the date of execution and shall renew annually, unless Section X of this Agreement is invoked.

### **V. COMPENSATION**

#### Fees, Payment Contingent on Successful Completion of Financing.

Compensation for Consulting Services rendered pursuant to the Financings shall be subject to the terms and conditions hereof. Compensation for any subsequent additional work shall be agreed upon by the District and the Financial Advisor in writing prior to the issuance of the Financing. Notwithstanding anything to the contrary herein, the compensation of Financial Advisor for services rendered in connection with the Financing is contingent upon the successful completion of each respective Financing. Invoice for payment shall be provided at closing of each Financing and in an amount in accordance with the below. Payment shall be made from Financing proceeds or any other method acceptable to the District and Financial Advisor. The number and types of Financings pursuant to this Agreement is undetermined; however, prior to the issuance of each Financing, the Board of the District shall approve a resolution of issuance authorizing the type and parameters of each Financing. The Municipal Securities Rulemaking Board requires us, as your financial advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation as set forth in Exhibit B of this Agreement.

Fees for Financial Advisor's Consulting Services shall be \$62,500 per Financing. This amount shall include any expenses incurred by Keygent.

Other Financing Costs. In addition to the compensation payable to Financial Advisor hereunder, the District shall provide from the proceeds of the Financing for the payment of any and all costs and

expenses incident to the actual issuance of the Financing, including the cost of preparing the Financing for execution and delivery, all printing and publication costs, and any other expenses incurred in connection with the issuance and delivery of the Financing, including the fees and expenses of bond counsel, disclosure counsel, or other experts retained by the District and payable under the terms of the District's written agreements with them.

Payment. All charges incurred under this Agreement, in connection with the Financing shall be due and payable only upon the successful completion of the sale and closing of the Financing for which such Consulting Services were rendered or expenses incurred.

#### **VI. LIMITATION OF LIABILITY.**

Keygent shall be solely liable for any finally determined damages in connection with this Agreement. The parties agree that Keygent's officers, directors, agents, and employees shall not be personally liable to the District, whether in tort, contract or otherwise, for any damages in connection with this Agreement.

Except to the extent finally determined to have resulted from the gross negligence or intentional misconduct of Keygent, Keygent's liability to pay damages for any losses and claims incurred by the District as a result of breach of contract, negligence or other tort committed by Keygent, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Keygent under this Agreement. In addition, Keygent will not be liable in any event for lost profits or any consequential, indirect, punitive, exemplary or special damages.

#### **VII. MEDIATION AND ARBITRATION.**

In the event of any dispute arising out of or relating to the engagement of Keygent by the District, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator within 30 days of the receipt of the notice of request for mediation, parties shall request a list of 5 mediators from the American Arbitration Association ("AAA"). Parties shall then select a mediator from such list by striking names from the list one at a time.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

If the dispute has not been resolved within 60 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the AAA. The arbitration will take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party will designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties will then select a third arbitrator. The arbitrators will have a sufficient background in public finance law to reasonably prepare them to decide the dispute. The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including

reasonable attorney fees and costs, to the prevailing party. Any award made may be confirmed and enforced in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors, insurers and legal advisors.

#### **VIII. STATUS OF KEYGENT.**

Keygent will provide the services in this Agreement as an independent contractor. No other relationship to the District is implied or intended.

#### **IX. DISCLOSURES.**

##### Municipal Bond Holdings

Keygent's employees may hold brokerage accounts with broker dealers and/or investment companies that are active participants in California municipal bonds. Keygent employees are not permitted to purchase primary offerings of municipal securities of our clients. Keygent employees may hold municipal securities of the District which were purchased prior to the execution of this Agreement. To avoid any conflict of interest, Keygent's employees who hold any municipal securities of the District will not be assigned to provide financial advisory services to the District. Keygent is confident that this situation will not impact Keygent's responsibilities and duties to the District and ability to provide objective advice under this Agreement. The District shall retain the sole right to recuse any Keygent employees from any business meetings, discussions or situations that may present a conflict of interest. Furthermore, upon written direction, the District may in its sole discretion direct Keygent to liquidate any municipal securities of the District held by a Keygent employee within 30 days or a mutually agreed upon amount of time.

##### Insurance

Keygent carries general business insurance with State Farm Insurance Company, professional liability insurance with Philadelphia Insurance Companies and workers' compensation insurance with State Compensation Insurance Fund. Keygent's professional liability is limited to \$1,000,000 per claim with an aggregate liability of \$2,000,000. A copy of Keygent's insurance policies with coverage amounts will be made available upon written request.

##### Other Services

In addition to providing financial advisory services to municipal clients, Keygent offers municipal bond dissemination agent and benefit consulting services. Keygent's dissemination agent and benefit consulting services are distinct from Keygent's financial advisory services and require separate, independent contracts in order for Keygent to engage in such services.

#### **X. TERMINATION.**

Either party may terminate this Agreement at any time by giving the other party forty-five (45) days written notice of termination. Keygent may also resign from performing all or any portion of the services in connection with the Consulting Services and terminate this Agreement immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the work by Keygent in conflict with any professional regulations, standards or guidelines to which Keygent conforms.

To the extent that the District terminates Keygent without cause less than forty-five (45) prior to the sale of a Financing in which Keygent performed Consulting Services, Keygent shall be entitled to the same compensation associated with such sale had Keygent not been terminated.

Upon termination of the Agreement, Financial Advisor will return, upon the written request of the District, all copies of any District data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the District. If terminated for cause, Financial Advisor shall also furnish to District all work in progress or portions thereof, including all incomplete work.

**XI. CHOICE OF LAW AND FORUM.**

The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract laws of the State of California without regard to its conflict of laws provisions. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

**XII. NOTICE TO PARTIES.**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

**TO THE DISTRICT:**

Mike Reynolds  
Assistant Superintendent of Business Services  
Culver City Unified School District  
4034 Irving Place  
Culver City, CA 90232  
Phone/Fax: (310) 842-4220 Ext. 4226 / (310) 842-4322  
Email: mikereynolds@ccusd.org

**TO THE FINANCIAL ADVISOR:**

Mr. Anthony Hsieh  
Managing Director & Manager of Public Finance  
Keygent LLC  
999 N. Sepulveda Blvd., Suite 500  
El Segundo, CA 90245  
Phone/Fax: (310) 322-4222 / (866) 518-7656  
Email: tony.hsieh@keygentcorp.com

**XIII. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS.**

This Agreement shall be executed by the respective party's authorized signatories. A fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed a part of the Agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

**XIV. ENTIRE AGREEMENT.**

These terms and conditions contained in this Agreement constitute the entire agreement between the

District and Keygent. This Agreement includes all representations of every kind and nature made by each of the parties to the other and sets forth the entire Agreement of the parties. No representations, warranties, covenants, or agreements of any kind have been made by either party hereto except as those expressly set forth in this Agreement. Neither this Agreement nor any of its terms, covenants or conditions, nor any modification or addendum to this Agreement shall be valid unless it is in writing and signed by both parties.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of the Agreement is severable and shall remain in effect and binding on Keygent and the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the following date:  
\_\_\_\_\_.

**CULVER CITY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mike Reynolds  
Assistant Superintendent of Business Services

Date: \_\_\_\_\_

**KEYGENT LLC**

By: \_\_\_\_\_  
Anthony Hsieh  
Managing Director & Manager of Public Finance

Date: \_\_\_\_\_

**EXHIBIT A**  
**Description of Consulting Services**

Financial Advisor shall make available for consultation and conference with the District, District's attorneys, other District officials, bond counsel, and disclosure counsel at times and places mutually agreed upon, such personnel of Financial Advisor as are qualified to advise on financial matters relating to the issuance of Financings, and any other financial advisory services within the scope of this Agreement.

At the District's request, Financial Advisor shall attend working group meetings of those involved in the Financing and such other meetings at the request of the District. Financial Advisor shall also attend meetings of the District's Board of Education, meetings with rating agencies and such other meetings as the District may determine necessary or appropriate. Financial advisor may attend such meetings in person or via conference call as mutually agreed between the District and Financial Advisor.

For each Financing, Financial Advisor shall advise the District regarding the method of sale, structure, terms, and timing of sale. Financial Advisor shall provide the District with an estimated costs of issuance and savings summary (if refunding).

For competitive or limited competitive sales, Financial Advisor shall evaluate underwriting bids, verify bids, assist in the resizing of the Financing as necessary and confirm terms with the winning bidder.

For negotiated sales, Financial Advisor shall evaluate proposed interest rates and financing terms proposed by the bond underwriter against market comparables to ensure fair market interest rates. Financial Advisor shall prepare a post-pricing summary and pricing results.

For private placements, Financing Advisor shall work with the District's placement agent to review bids of investors to ensure fair terms and interest rates.

Financial Advisor will review Financing documents distributed to them by the District, District's attorneys, bond counsel, and disclosure counsel for compliance with method of sale, structure, terms, and timing of sale. Furthermore, Financial Advisor will cooperate with any bond counsel and disclosure counsel employed by the District in determining any financial specifications as may be required in any legal document relating to the issuance and sale of each Financing, and review such documents.

At the District's request, Financial Advisor shall procure, on the District's behalf, such other professional services as may be required (such as trustee, financial printer, verification agent, etc.) to assist the District in successfully completing each Financing. If specifically requested in writing by the District, Financial Advisor will solicit bids for professional services and/or review the terms of contracts with existing professional services.

Financial Advisor shall review the preliminary and final official statement for accuracy relating to the method of sale, structure, terms, and timing of sale of the Financing. Financial Advisory shall not be responsible for nor audit the information provided by the District, bond counsel, disclosure counsel, or third parties in the preliminary and final official statement. Financial Advisor will arrange for the distribution of the preliminary and final official statements



At the District's request and in coordination with the District, Financial Advisor shall prepare materials and information pertaining to each Financing for credit rating agency and/or bond insurer review.

Following the sale, issuance and delivery of each Financing, Financial Advisor shall provide consultation to the District as reasonably requested in writing on matters related to each Financing.

Financial Advisor shall review all closing documents, in particular documents relating to the flow of funds at closing for accuracy and completeness.

Except to the extent, if any, specifically provided herein or specifically authorized in writing by the District, Financial Advisor shall have no right or authority, express or implied, to commit or otherwise obligate the District in any manner whatsoever. The Financial Advisor shall not be obligated to review any third party recommendation(s) unless mutually agreed to in writing by the District and Financial Advisor.

## EXHIBIT B

### DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation; potential conflicts.** The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times at an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount of hours at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

**BOARD REPORT**

**8/26/14  
14.3j**

**14.3j Ratification of Addendum to Agreement with Cumming**

At this time, we need to ratify an increase of \$3,000 in the cost of our agreement with Cumming to provide additional time in preparing the cost estimates for the Robert Frost Auditorium modernization project. This increase is due to additional recent changes made by the architect to the schematic design for the project upon which the original estimate was based.

**RECOMMENDED MOTION:** That the Board of Education ratify the addendum to the agreement with Cumming.

**Moved by:**

**Seconded by:**

**Vote:**

# CUMMING

July 7, 2014

Mike Reynolds  
Assistant Superintendent  
Culver City Unified School District  
4034 Irving Place  
Culver City, CA 90232  
MikeReynolds@ccusd.org  
Tel: 310.842.4220

**Proposal No: 14-0664-A**

Re: Frost Auditorium  
Culver City Unified School District  
Proposal for 100% Schematic Design Cost Management Add Service

Dear Mike:

The project consists of the interior renovation of Frost Auditorium focusing on the 3 tasks. The first task is the renewal of HVAC equipment and distribution, second task is to rebuild the Stage Structure (there are two options -option 1 & 2) and the third task will be the renovation of the Backstage. The construction budget is approximately \$2M.

Our scope of work for this add-service includes the following:

- Revise 100% SD Statement of Probable Cost to reflect updated drawings provided by HplusF.

Our fixed fee for the 100% SD Update add service is **\$3,000.**

Please note that to proceed we will require either a formal written contract or at a minimum an interim email indicating authorization to proceed.

We look forward to working with you on this project. Should you have any questions or comments with regard to the above, please do not hesitate to contact me.

Very truly yours,

**CUMMING**

**Jacqueline Chan**  
Director

523 WEST SIXTH STREET, SUITE 1001 • LOS ANGELES • CALIFORNIA • 90014  
PHONE: 213-408-4518 • FAX: 213-408-4665

**BOARD REPORT**

**8/26/14  
14.3k**

**14.3k Ratification of Statement of Intent to Participate in Culver City's Hazard Mitigation Plan**

Per the City of Culver City's request, please find attached the District's Statement of Intent to participate in the City's Hazard Mitigation Plan.

**RECOMMENDED MOTION:** That the Board of Education ratify the attached Statement of Intent as presented.

**Moved by:**

**Seconded by:**

**Vote:**



# Culver City Unified School District

Administration Building 4034 Irving Place Culver City, CA 90232-2810  
(310) 842-4220

July 8, 2014

Charles D. Herbertson  
City of Culver City  
9770 Culver Boulevard, 2<sup>nd</sup> Floor  
Culver City, CA, 90232

**Re: "Statement of Intent to Participate" as participating jurisdiction in Culver City Multi-jurisdictional Hazard Mitigation Planning**

Dear Charles Herbertson,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Mitigation Plans requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Culver City Unified School District is submitting this letter of intent to confirm that Culver City Unified School District has agreed to participate in the Culver City Multi-jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning; Culver City Unified School District agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the City of Culver City to complete the plan in conformance with FEMA requirements.

Culver City Unified School District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Plan Review Guide, dated October 1, 2011, including, but not limited to:

- Documentation of the planning process, including an open public involvement process, that allows the opportunity for the public to comment on the plan during all phases of the plan development, in accordance with *Title 44 of the Code of Federal Regulations (44 CFR), Section 201.6(b)*;
- A hazard identification and risk assessment that includes a description of the type, location and extent of all natural hazards that can affect the jurisdiction, and a history of past occurrences pursuant to *44 CFR, Section 201.6(c)(2)(i)*;
- Development of a comprehensive mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources in accordance with *44 CFR, 201.6(c)(3)*;
- A strategy to review and revise the jurisdiction's plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities per *44 CFR, 201.6(d)(3)*;
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body and the governing body(ies) of each participating jurisdiction in accordance with *44 CFR, 201.6(c)(5)*; and
- Documentation of participation in the NFIP, continued compliance with NFIP requirements, and identification of NFIP insured structures that have been repetitively damaged by floods pursuant to *44 CFR, 201.6(c)(3)(ii)*.

Therefore, with a full understanding of the funding obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I Mike Reynolds, commit Culver City Unified School District to the Culver City Multi-jurisdictional Hazard Mitigation Planning effort.

Executed this \_\_\_\_ day of \_\_\_\_\_

BOARD OF EDUCATION

Ms. Laura Chardiet Ms. Nancy Goldberg Dr. Steven M. Levin Ms. Katherine Paspalis Ms. Susanne Robins Mr. David LaRose, Superintendent

**14.31 Addendum to Athletic Field Lease Lease-Back Phase II**

On July 8, 2014, the Board authorized the Superintendent to negotiate an Agreement with Balfour Beatty Company for Phase II Improvements to our Athletic Fields Project. At this time we need to approve the Addendum to the Agreement with Balfour Beatty Company to perform the additional improvements to our athletic field in order to maintain our eligibility for future state matching funds and to address safety issues that currently exist due to the poor condition and lack of adequate facilities at our baseball field, softball field, and practice field.

The improvements consist of the following components:

- 1) New practice synthetic turf field, with concrete walk ways surrounding the field. Larger concrete area along the west sideline of the field for future 4four to five tier non-DSA bleachers.
- 2) Remove and replace existing concrete flatwork at locker room and near student parking lot at discus area.
- 3) Remove existing turf playfields and irrigation at CCHS & CCMS entirely and replace with new irrigation system and either hydro seed or sod depending on competitive bid pricing.
- 4) Miscellaneous new fencing and gates throughout the field areas.
- 5) New decomposed granite (DG) at shot put area.
- 6) Remove existing baseball and softball outfield turf and irrigation and replace with new irrigation system and sod.
- 7) New scoreboard at softball field.
- 8) New homerun fence at softball field.
- 9) New decomposed granite (DG) warning strip at baseball and softball outfield.
- 10) New batting cage at softball and new chain link and screen at baseball.
- 11) ADA bleacher platforms at Home and Visitor bleachers

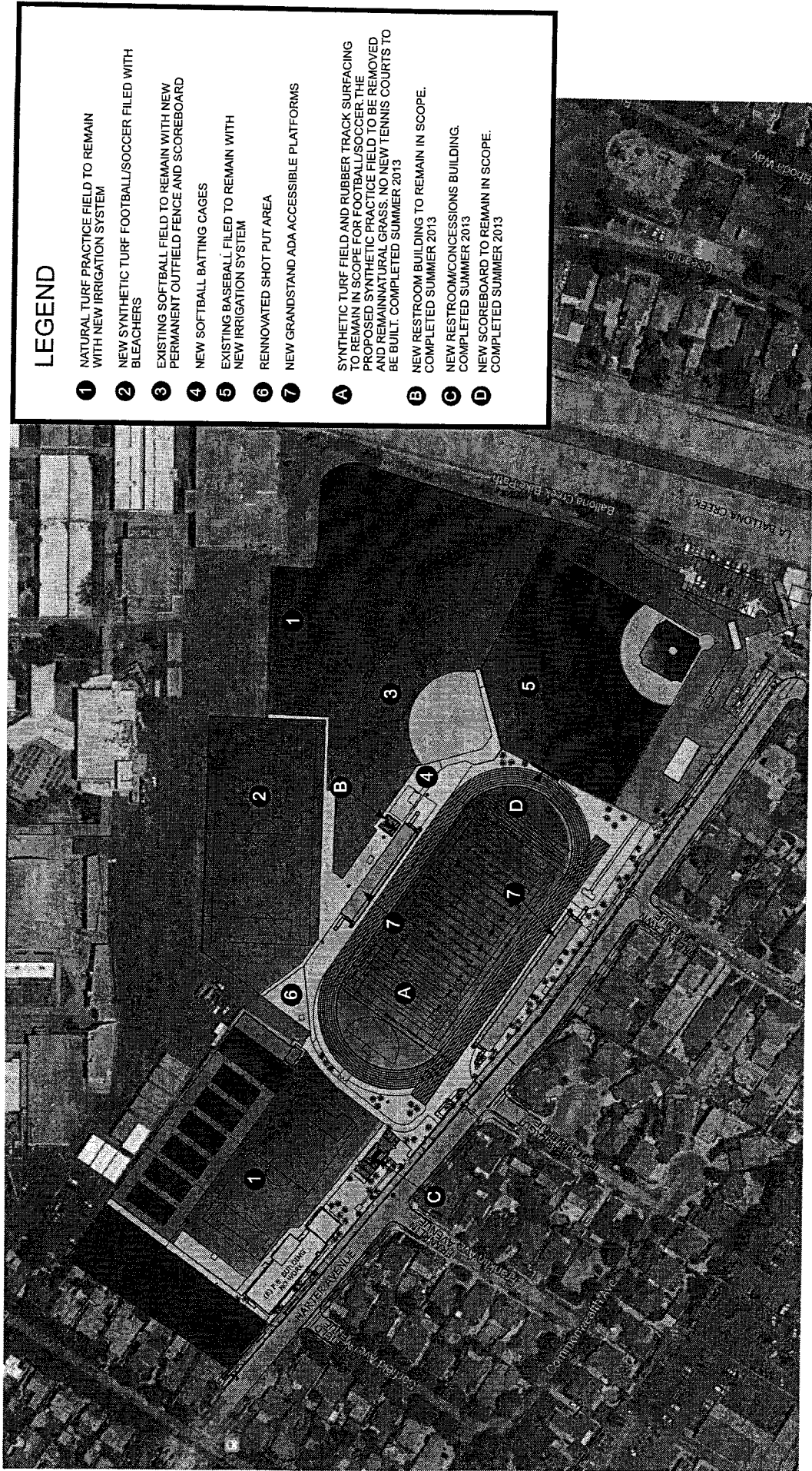
**RECOMMENDED MOTION:** That the Board of Education approve the addendum to the Athletic Field Lease Lease-Back Phase II.

**Moved by:**

**Seconded by:**

**Vote:**





**LEGEND**

- 1 NATURAL TURF PRACTICE FIELD TO REMAIN WITH NEW IRRIGATION SYSTEM
- 2 NEW SYNTHETIC TURF FOOTBALL/SOCCER FILLED WITH BLEACHERS
- 3 EXISTING SOFTBALL FIELD TO REMAIN WITH NEW PERMANENT OUTFIELD FENCE AND SCOREBOARD
- 4 NEW SOFTBALL BATTING CAGES
- 5 EXISTING BASEBALL FIELD TO REMAIN WITH NEW IRRIGATION SYSTEM
- 6 RENNOVATED SHOT PUT AREA
- 7 NEW GRANDSTAND ADA ACCESSIBLE PLATFORMS
- A SYNTHETIC TURF FIELD AND RUBBER TRACK SURFACING TO REMAIN IN SCOPE FOR FOOTBALL/SOCCER. THE PROPOSED SYNTHETIC PRACTICE FIELD TO BE REMOVED AND REMAIN NATURAL GRASS. NO NEW TENNIS COURTS TO BE BUILT. COMPLETED SUMMER 2013
- B NEW RESTROOM BUILDING TO REMAIN IN SCOPE. COMPLETED SUMMER 2013
- C NEW RESTROOM/CONCESSIONS BUILDING. COMPLETED SUMMER 2013
- D NEW SCOREBOARD TO REMAIN IN SCOPE. COMPLETED SUMMER 2013

**AMENDMENT NO. 2 TO SITE LEASE AND SUBLEASE**  
**CULVER CITY HIGH SCHOOL ATHLETIC FIELD PROJECT**

This Amendment No.2 ("Amendment") to the Site Lease, Sublease and Construction Services Agreement (collectively, "Leases") by and between the Culver City Unified School District ("District") and Balfour Beatty Construction, LLC entered into on February 27th, 2013, is hereby made and entered into this 13<sup>th</sup> day of August, 2014 ("Effective Date") as follows:

WHEREAS, the District and Balfour Beatty Construction, LLC (referred to herein singularly as "Party" and collectively as "Parties") have entered into the Leases to provide for the construction of the Phase 1 Athletic Field Project more particularly described in the Leases; and

WHEREAS, the District desires to implement the addition of Phase 2; and

WHEREAS, Section 4 of the Construction Services Agreement (Exhibit C of the Site Lease and Exhibit D of the Sublease) provides for the establishment of a final Guaranteed Maximum Price ("GMP") upon finalization of the Project plans and subcontractor bids are received.

NOW THEREFORE, THE DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC HEREBY AGREE AS FOLLOWS:

1. Work for Phase 2 – Athletic Fields, shall be hereafter referred to respectively as "Phase 2" and shall include all related scope as shown on Phase 2 plans and specifications, DSA APP NO: 03-114401, DSA File NO: 19-H30.
2. Pursuant to Section 3 of the Site Lease, as modified, and Section 3 of the Sublease, as modified, the District will issue a Notice to Proceed made pursuant to Section 5 of the Construction Services Agreement (Exhibit C to the Site Lease and Exhibit D to the Sublease) directing Balfour Beatty Construction, LLC to commence performance of Phase 2. If the District directs Balfour Beatty Construction, LLC to commence performance of Phase 2 but does not issue a Notice to Proceed, Balfour Beatty Construction, LLC shall be nevertheless entitled to be paid for all District approved services provided, work performed and materials supplied pursuant to this Amendment.
3. The District and Balfour Beatty Construction, LLC agree that the Leases shall be amended and supplemented as it relates specifically for Phase 2 only as follows:
  - a. Exhibit "B" of the Construction Services Agreement as it pertains to Phase 2 only shall be supplemented with the attached Exhibit "B".
  - b. The GMP for Phase 2 of the Athletic Field Project for Culver City High School Project is \$3,632,966.00 (Three Million Six Hundred Thirty Two Thousand Nine Hundred Sixty Six Dollars) as set forth in Exhibit "B". The GMP includes District's or Owner's Contingency, the Contractor's Contingency and the Errors and Omissions Allowance as set forth in Exhibit "B". No other contingencies or allowances are in effect for Phase 2.
  - c. The time of completion for Phase 2 as set forth in Section 10 of the Construction Services Agreement shall be 165 calendar days from the date of the Notice to Proceed issued by the District for Phase 2.

d. As a condition of the District issuing a Notice to Proceed for Phase 2, Balfour Beatty Construction, LLC shall complete and submit Exhibits "C" through "I" to cover the work for Phase 2.

4. All work performed, services provided and/or materials supplied pursuant to this Amendment shall be performed in accordance with the Leases.

5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Leases.

6. The Leases are hereby modified with respect to the terms set forth herein, and any other portion necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Leases shall remain unmodified and in full force and effect as executed by the Parties.

7. In order to expedite execution of this Amendment, telecopied or scanned signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied or scanned document, are aware that the other Party will rely on the telecopied or scanned signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. In the event of any inconsistency between the terms of this Amendment and those of the Lease, the terms of this Amendment shall control.

IN WITNESS HEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Leases.

CULVER CITY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE: SUPERINTENDENT

BALFOUR BEATTY CONSTRUCTION, LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT "B"**  
**GMP AMENDMENT #2**  
**CCHS Athletic Field Improvements (Phase 2)**

<b>Subcontractor Cost of Work</b>		
	\$	2,769,264
<b>Subtotal Estimated Subcontracted Costs</b>		
	\$	2,769,264
<b>Balfour Beatty General Conditions</b>		
	\$	299,139
	\$	-
<b>SUBTOTAL HARD COSTS</b>		
	\$	3,068,403
Owners Contingency - 2%	\$	72,659
Contractors Contingency 5%	\$	181,648
Errors & Omissions allowance 3%	\$	108,989
<b>CONSTRUCTION COSTS WITH CONTINGENCY / E&amp;O ALLOWANCE</b>		
	\$	3,431,700
General Liability/ WC Ins. (Calculated on Contract Amount)	1.04% \$	37,783
COC Insurance (N/A by district)	\$	-
BUILDERS FEE (Calculated on Contract Amount)	3.50% \$	127,154
BONDS (Calculated on Contract Amount)	1.00% \$	36,330
<b>TOTAL</b>		
	\$	3,632,966

EXHIBIT "C"

STATEMENT OF ANTICIPATED DISABLED  
VETERAN BUSINESS ENTERPRISE PARTICIPATION

CULVER CITY UNIFIED SCHOOL DISTRICT

Project: Culver City High School Athletic Field Project – Phase 2

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE) participation on this project to the maximum degree possible and will, following execution of an agreement, make a Good Faith Effort to invite and encourage DVBE participation.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

OR

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE-supplied services/materials amounting to \$ \_\_\_\_\_ or \_\_\_\_\_% on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/individuals we anticipate using.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess the Contractor's success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual DVBE participation at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**EXHIBIT "D"**  
**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CULVER CITY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to BALFOUR BEATTY CONSTRUCTION LLC (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows:  
\_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, BALFOUR BEATTY CONSTRUCTION LLC, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CULVER CITY UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

BALFOUR BEATTY CONSTRUCTION LLC

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact





**EXHIBIT "E"**  
**CONTRACT PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CULVER CITY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to BALFOUR BEATTY CONSTRUCTION LLC (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated February 27, 2013, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, BALFOUR BEATTY CONSTRUCTION LLC, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CULVER CITY UNIFIED SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for

completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

PRINCIPAL/CONTRACTOR:

BALFOUR BEATTY CONSTRUCTION LLC

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA                    )  
                                                  ) ss.  
COUNTY OF                                )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**EXHIBIT "F"**

**CONTRACTOR FINGERPRINTING REQUIREMENTS**

Balfour Beatty Construction LLC certifies that it has performed one of the following:

- Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Culver City Unified District, pursuant to the contract/purchase order dated February 27, 2013, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Trade Contractor will ensure the safety of pupils by one or more of the following methods:
  - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

By its: \_\_\_\_\_

**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

**EXHIBIT "G"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)



**EXHIBIT "H"**

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Trade Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Culver City Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Signature

**EXHIBIT "I"**

**CONDUCT RULES FOR CONTRACTORS**

Each contractor/subcontractor, when performing work on Culver City Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 et seq., the Culver City Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
  - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
  - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all finger printing requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

**BOARD REPORT**

**8/26/14  
14.3m**

**14.3m Ratification of Agreement for El Marino Air Mitigation Engineering Study**

At this time, we need to ratify the agreement with Southland Engineering to conduct an in-depth engineering study of the best options available to the District to mitigate the effects on the air quality at El Marino Language School due to the proximity of the school site to the I-405 freeway.

**RECOMMENDED MOTION:** That the Board of Education ratify the agreement with Southland Engineering.

**Moved by:**

**Seconded by:**

**Vote:**



July 10, 2014

Mr. Gil Fullen  
Balfour Beatty Construction  
2 Park Plaza, Suite 1000  
Irvine, CA 92614

**Subject:** El Marino Elementary School in Culver City California

Dear Mr. Fullen:

Southland Industries is pleased to submit the following proposal for a feasibility study and engineering services to address the indoor air quality at the referenced project.

### **Scope of Study**

The following feasibility studies will be done for the classrooms nearest the 405 Freeway. The following Options are:

- a) Natural Ventilation Viability.
- b) Retrofit the existing furnaces with a coil and outdoor condensing unit.
- c) Provide a complete new split system, replacing the existing furnace.
- d) Provide Packaged AC Unit similar to the Pilot already done.

### **Engineering Services**

The following design services are included by Southland Industries for the Mechanical and Controls system:

- 1) Provide site survey of existing conditions.
- 2) Provide design recommendations for a pilot installation for one of the options above.
- 3) One owner meeting to review recommendations.
- 4) Provide the following deliverables for DSA for a pilot installation for one of the options above.
  - a) Title 24 load calculations
  - b) Equipment schedule and submittals
  - c) Floor plans
  - d) Mechanical details
  - e) Anchorage/Seismic Details
  - f) Division 23 specifications for DSA

**BOARD REPORT**

**8/26/14**

**14.3n**

**14.3n Rejection of Claim**

The District has received Claim #14-17311 DP for alleged damages sustained in an incident on February 13, 2014. CorVel Corporation, the District's claim examiner, has reviewed the claim and it is recommended that the claim be rejected.

**RECOMMENDED MOTION:** That the Board of Education authorize the Assistant Superintendent of Business Services to reject Claim #14-17311 DP.

**Moved by:**

**Seconded by:**

**Vote:**

**BOARD REPORT**

**14.4a The Emergency Permit, Declaration of Need for Fully Qualified Educators**

The State of California, Commission on Teacher Credentialing requests that we file a Declaration of Need before they will issue any emergency permits to our district. Emergency Permits are no longer available for regular teaching assignments. Should any out-of-state teachers be hired, they would need an emergency Crosscultural and Academic Language Development Certificate (CLAD) to allow them time to meet the California requirements.

Attached is the Emergency Permit Declaration of Need for Fully Qualified Educators.

Recommended Motion:           That the Emergency Permit Declaration of Need for Fully Qualified Educators be approved as presented to be effective July 1, 2014 through June 30, 2015.

Moved by:                            Seconded by:

Vote:

**15.1 Self-Evaluation of the Board**

Board members will complete a self-assessment of their collective governance of/for the current board meeting. Prior to adjournment, one board member will complete and share his/her assessment of board performance by answering the following questions:

In your opinion, did every Board Member:

Study the agenda prior to the meeting and clarify questions in advance?

Participate in the meeting, with no one dominating?

Listen attentively as each participant spoke, avoiding side conversations?

Treat each other with respect and courtesy?

Contribute to an atmosphere of trust and openness?

Focus on governance rather than operations during presentations and discussions?

Follow the agenda and not get sidetracked?

Was information provided in a manner that made it easily understandable?

Was the agenda well-planned to focus on the work of the Board?