

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.

District Office Board Room
4034 Irving Place, Culver City, CA 90232

November 18, 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 Suspended Expulsion of School and Family Support Services Case #01-14-15
- 3.2 Review of Subpoena Request Regarding School and Family Support Services Case # 03-14-15 (Pursuant to EC §4891)
- 3.3 Conference with Labor Negotiator (Pursuant to GC §54957.6)
Agency Designated Representatives: Leslie Lockhart, Assistant Superintendent of Human Resources; Mike Reynolds, Assistant Superintendent Business Services; David LaRose, Superintendent
Employee Organizations: Culver City Federation of Teachers (CCFT);

Association of Classified Employees (ACE); and Management
Association of Culver City Schools (MACCS)

- 3.4 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)
- 3.5 Public Appointment/Employment (Pursuant to GC §54957)
Certificated Personnel Services Report No. 7
Classified Personnel Services Report No. 7

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 – October 28, 2014
- 9.2 Approval is Recommended for Purchase Orders
- 9.3 Approval is Recommended for Acceptance of Gifts - Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 7
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 7
- 9.6 Approval is Recommended for AVPA Students to Attend the CETA High School Theatre Festival in Fullerton, CA, January 16-18, 2015
- 9.7 Acceptance of Enrollment Report

- 9.8 Acceptance of Compensation Report of the Members of the Board of Education

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 American Citizens Awards
- 10.2 CCUSD Power of Us Recognition
- 10.3 Mathematics Presentation by Dr. Kati Krumpke

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 First Reading of Revised Board Policy and Administrative Regulation 5111, Students – Admission
- 12.2 First Reading of Revised Board Policy and Administrative Regulation 5123, Students – Promotion/Acceleration/Retention
- 12.3 First Reading of Revised Board Policy and New Administrative Regulation 5145.3, Students – Nondiscrimination/Harassment
- 12.4 Second Reading of Revised Board Bylaw 9121-President

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

- 1.0 Approval of Payments to Balfour Beatty Company for Elevator Project Progress Payments

***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 Second Reading and Approval of Revised Board Policy and Administrative Regulation 6172, Instruction – Gifted and Talented Student Program

Motion by _____ Seconded by _____ Vote _____

14.2b Second Reading and Approval of Revised Board Policy 5127, Students – Graduation Ceremonies and Activities

Motion by _____ Seconded by _____ Vote _____

14.2c Approval is Recommended for the Suspended Expulsion of School and Family Support Services Case #01-14-15

Motion by _____ Seconded by _____ Vote _____

14.3 **Business Items**

14.3a Approval is Recommended for Resolution #7/2014-2015 – Reading of the Official Results of Measure CC Bond Election

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for the Appointments to the Measure CC Citizens' Bond Oversight Committee (CBOC)

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended for the Ratification of Contract with Mobile Modular Management Corporation

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for Revisions to Previously-approved Co-Tenancy Agreement with L.A. Goal

Motion by _____ Seconded by _____ Vote _____

14.3e Approval is Recommended for the Agreement with Paradigm Healthcare Services, LLC

Motion by _____ Seconded by _____ Vote _____

14.3f Approval is Recommended for the Agreement with Atkinson, Andelson, Loya, Ruud & Romo

Motion by _____ Seconded by _____ Vote _____

14.3g Approval is Recommended for the Purchase of Two (2) Transit Vans

Motion by _____ Seconded by _____ Vote _____

14.3h Approval is Recommended for the Amendment to Master Architect Agreement with Ghataode Bannon Architects

Motion by _____ Seconded by _____ Vote _____

14.3i Approval is Recommended for Resolution #8-2014/2015 Local Reserve Cap

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items - None

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

December 9 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), District Office (Board Room), 4034 Irving Pl.
January 13 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office (Board Room), 4034 Irving Pl.

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. 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**

Meeting:	<u>Regular Meeting</u>	Date:	<u>October 28, 2014</u>
Place:	<u>City Hall</u>	Time:	<u>6:00 p.m. – Public Meeting</u>
	<u>9770 Culver Boulevard</u>		<u>6:01 p.m. – Closed Session</u>
	<u>Mike Balkman Chambers</u>		<u>7:00 p.m. – Public Meeting</u>
	<u>Culver City 90232</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
David LaRose, Superintendent
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 7:00p.m. with all Board members in attendance. Sean Green 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 the Board took reportable action to dismiss an Instructional Aide. The vote was 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

8. Adoption of Agenda

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board adopt the October 28, 2014 agenda as presented. The motion was unanimously approved with 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. Ms. Paspalis noted that item 9.1 was amended. Her comments were revised to state that she attended the football game where the CIF winning girls' basketball team was honored; and the Models of Pride conference was at USC and not UCLA. It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve Consent Agenda Items 9.1 as amended; and items 9.2 – 9.7 as presented. The motion was unanimously approved with 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

- 9.1 Minutes of Regular Meeting – October 14, 2014
- 9.2 Purchase Orders and Warrants
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 6
- 9.5 Classified Personnel Reports No. 6
- 9.6 Stipulated Expulsion of Pupil Services Case \$04-14-15
- 9.7 CCHS Girls Basketball Team to Attend the McDonald's Classic Tournament in El Paso, Texas, Dec. 6-8, 2014

10. Awards, Recognitions and Presentations

10.1 CCUSD Power of Us Recognition

Mr. LaRose stated that every month the District would like to celebrate the District "touchstone" which is Success for All Takes Us All and to celebrate staff members that are examples of this "touchstone." Dr. LaRose stated that he wanted to emphasize the level of service of the District's site leaders. Principals from the elementary

schools, the middle school, and high school were in attendance to receive their certificates and t-shirts. Mrs. Lockhart read aloud what was stated on the certificates. Dr. Krumpke announced that the Educational Services Department was also receiving recognition. She called up the TOSAs in her department and her Executive Assistant to receive certificates.

10.2 Culver City Education Foundation – Building Blocks for Education

Leslie Adler, Executive Director of the Education Foundation, provided the Board and audience with information on the meaning of the Building Blocks and explained that is given as a tribute or in honor. She presented Building Blocks to Jerry Chabola in memory of his father Joe Chabola; to Jerry Chabola from his loving family; and to the family of Earl Jackson, Sr. in his memory given by Jerry Chabola.

10.3 Culver City Education Foundation Check Presentation to CCUSD

Leslie Adler of the Education Foundation read the many contributions received from the Fineshriber Foundation. The Education Foundation was presented with a \$125,500.00 grant from the Fineshriber Foundation. Ms. Adler thanked them for their generosity and dedication to the district. Students from the Culver City High School jazz ensemble performed with their new instruments obtained by the funding provided by Fineshriber.

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose provided an update on his attendance at the last Partnership Conference. He stated that in the 2012-2013 school year they attended the conference with the just the idea of starting more of a partnership with the unions. Now in 2014-2015 CCUSD was on the agenda at the conference and presenting. Mr. LaRose stated that it was great to share what our partnership has been doing with other districts and what collaboration can do for our students. He wanted to celebrate all of the great collaborative work being done in the district. Mr. LaRose provided an update on the last Whole Child, Whole Community meeting which took place last week. One of the key highlights was the 2nd Annual Food Drive for the Back Packs for Kids Program. He reported that next week the signers of the Culver City Compact will convene. He congratulated the staff members who started with their "littles" in the Big Brother Big Sister Program. Mr. LaRose is also excited to start working with Dr. Valverde and our seniors on their second Leadership Conference.

11.2 Assistant Superintendents' Reports

Dr. Krumpke spoke about her time spent with her "Little" through the Big Brother Big Sister Program which she enjoyed. She reported that the elementary and secondary administrators had a successful day looking at the math classes, and she had a great morning observing a Linwood Howe kindergarten class. She said that we pay a lot of attention to questions three of the guiding questions and it was nice to see the work being done to address question four regarding enrichment. Dr. Krumpke also reported on her visit to Loyola Marymount.

Mrs. Lockhart agreed with Mr. LaRose regarding the Partnership Conference. It was nice to have gone full circle and be the district that was an example of a good partnership, and be asked to present. She is happy to report that negotiations with ACE will start tomorrow. Mrs. Lockhart will be attending an ACSA Leadership Summit next week.

Mr. Reynolds reported on November 18th we will be making appointments to the Citizens Advisory Committee. He stated that Todd Johnson will make presentation regarding the recycling custom outdoor bins that will be on a later portion of the agenda. He gave thanks to Andy Weissman for his help with the District's agreement with L.A. Goal. Mr. Reynolds also reported our bond Series A is scheduled to fund this week and provided additional information. He also reported that our Program Management RFQ is scheduled to be published tomorrow upon Board approval.

11.3 Student Representatives' Reports

Middle School Student Representative

Falon Legeaux, Culver City Middle School Student Representative, was not in attendance.

Culver Park Student Representative

Ya'Elle Wright, Culver Park High School Student Representative, reported on activities at Culver Park High School, including Student Council activities and each person being assigned to a committee. She stated that Culver Park has partnered with Greener Way Association and explained what the organization does. Other programs that the students are involved with are the Brendan Constantine Poetry Workshop, ArtWorks which is an arts integration program and their work will be displayed at UCLA, and the K9 Program. She stated that she was happy to serve as the Culver Park Representative this year.

Culver City High School Student Representative/Student Board Member

Natalia Saucedo, Student Board Member, reported on activities at Culver City High School, including working on the High School's sustainable garden project. They will be fully bloomed and sustainable in two years. ASB has been educating students on the usage of the recycling bins. She also spoke about the upcoming Leadership Conference and what a success it was last year. Miss Saucedo asked if there was any follow up to her previous requests to extend the hours at the Library. Mrs. Lockhart stated that she is working with Mr. Romo to see about possibly extending the hours. Mr. LaRose responded to Miss Saucedo's other prior requests where she spoke about the safety at some of the intersections by the High School. Mr. LaRose stated that he is connecting with staff at the City to look at the crosswalk on Culver and on Elenda.

11.4 Members of the Audience

Members of the audience spoke about:

- Petra Cifuentes commented about a flyer she received that stated that the District does not enforce students wearing seat belts. She stated that the staff should go through the bus and make sure that all students are buckled in. All buses should be equipped and the teachers should be told to remind the students to buckle up. Mr. LaRose responded that all of the District staff is committed to making sure that our students are safe. He stated that there is a requirement that all buses 2005 and later have a three-point harness. We have a few that are earlier models. He stated that he has spoken with the Principal, the director of the afterschool STAR Program, the staff at the bus company and the director of the bus company to make sure that everyone was aligned with the concern for safety of our students. We will start evaluating our buses and see how many of the District buses are older than 2005 to decide necessary next steps.
- Eugenia Ibanez stated that she was also going to comment on the school bus issue, but it seems that Mr. LaRose has handled it and would like to thank him for that. She would like to hear about any follow-up after the buses are reviewed.
- Heather Moses invited the Board to attend the Dios de los Muertos event at La Ballona Elementary and spoke about some of the activities that they will have.
- Ben Knight asked if there was a way to get more longevity steps. He stated that we need to reward education and experience on two separate levels. For the last three years he has not received any longevity raise. He stated that if you do not have a Masters Degree it does not mean you are not getting better at your job.

11.5 Members of the Board

Board Members spoke about:

- Ms. Goldberg stated that she is looking forward to Halloween and she wished everyone a safe and fun night.
- Dr. Levin stated that his wife Lisa Levin sent goodie bags with him to give to the rest of the Board in recognition of Red Ribbon Week. Red Ribbon Week is sponsored by the PTA and it is a week to bring awareness to good health along with drug and alcohol abuse prevention.
- Ms. Paspalis stated that she had fun at the Farragut Fall festival. She has been questioned about all of the improvements on the new Jerry Chabola Stadium. She stated that many of the upper AYSO clubs play there along with Lacrosse, football, and other sports. It is nice to see the kids play on a safer field.
- Ms. Robins thanked the team that put together the District's bond measure. She knows that it was a lot of work. She is also happy that the District is offering flu shots which are very important. She extended congratulations to our team for being recognized at the Partnership Conference. Ms. Robins wished

everyone a great Halloween and asked that the community to please be careful if anyone will be driving around on Halloween.

- Ms. Chardiet stated that she was looking forward to the Culver City Compact meeting. She just attended the one in Los Angeles and thought it was great. It will be interesting to see where Culver City decides to go.

12. Information Items

12.1 First Reading of Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program

Ms. Goldberg asked for clarification and wanted to know if we have a coordinator. Dr. Krumpke responded that it was Diane Randall. Ms. Robins wanted to know if there was a coordinator at each site. Dr. Krumpke said that there was not. Dr. Levin stated that this is an area where execution is crucial and he asked that an update be given at a future meeting. Ms. Paspalis stated that she has faith that the GATE Program will flourish just at the Music Program has. The Board Policy and Administrative Regulation will come to the next meeting for approval.

12.2 First Reading of Revised Board Policy 5127, Students – Graduation Ceremonies and Activities

Natalia Saucedo, Student Board Member, read a letter from a student who gave their opinion on the Board Policy. Lisa Michele, Assistant Principal at CCHS, addressed the questions on if students are short a certain number of credits and if they will be allowed to walk the stage at graduation. She explained all of the options that students have to make up credits in order to graduate. Ms. Michele reported that in doing her research she learned that many districts did require that students meet all of their required credits in order to graduate. She reported that last year there were thirty-six students that were ten credits short. Further discussion ensued. Board members were in mainly in agreement that students should have their credits to graduate, but discussed when the policy should start. Veronica Montes, Principal at Culver Park stated that they will be gathering hard data on students that walked the stage and did not have the full credits and non-graduates. The Board Policy will be brought back for approval.

12.3 First Reading of Board Bylaw 9212 – President

Board members reviewed the current policy and Mr. LaRose pointed out the differences between the current language and the CSBA language. Ms. Paspalis stated that the Board is not a Parliament and that they are a small body. She feels that the language is outdated and that it should be switched to prior language where it omits a statement that references the Board President having to pass the gavel in order to make a motion. The Board Bylaw will be brought back for another reading with the requested language for review.

12.4 Anti-Bullying Proclamation

Stephanie O'Neal stated that she has one son that has graduated from CCHS and one that is a junior at the High School. She spoke in favor of the Proclamation. She hopes that the same standards hold with employees/staff and how they treat students. It does not happen often in our district, but she stated that she is sure when it does it is devastating to the child. She just wants to make sure that it is included.

12.5 Resolution Regarding Reserves Cap

Ms. Chardiet stated that the Board was in agreement with most of the document. Mr. Reynolds stated that there has been a lot of concern over maintaining our investments. He stated that the District is trying to get salaries to the County median and that may require a temporary spend-down. He reviewed other expenditures. Board members reviewed the Resolution and further discussion ensued. Mr. Laase stated that he agrees with a lot of Mr. Reynolds stated except the idea of paying salaries out of reserves. He explained to the Board that one thing to know is you do not pay ongoing expenses with one time funding.

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

Ms. Chardiet adjourned the regular meeting of the Board and opened the meeting Culver City School Facilities Financing Authority at 8:40 p.m.

1.0 Approval of Payments to Balfour Beatty Company for Elevator Project Progress Payments

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve payments to Balfour Beatty Company for Elevator Project Progress payments 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.

Ms. Chardiet adjourned the meeting of Culver City School Facilities Financing Authority and Reconvened the regular meeting of the Board of Education at 8:41 p.m.

13. Recess

The Board recessed at 8:41 p.m. and reconvened at 8:49 p.m.

14. Action Items

14.1 Superintendent's Items

14.1a Approval is Recommended for the Waiver of Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve the Waiver of Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates as presented. The motion was unanimously approved with a vote of

14.2 Education Services Items

14.2a Approval is Recommended for the CCUSD Local Educational Agency Program Improvement Plan Addendum Update under the No Child Left Behind Act of 2001

It was moved by Ms. Robins and seconded by Dr. Levin that the Board approve the CCUSD Local Educational Agency Program Improvement Plan Addendum Update under the No Child Left Behind Act of 2001 as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2b Approval is Recommended for the Expulsion of Pupil Services Case #02-14-15

It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve the Expulsion of Pupil Services Case #02-14-15 as amended. The motion was unanimously approved with a vote of 5 – Ayes by 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 the 2014-2015 Agreement between Culver City Unified School District and Sandy Pringle Associates

It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve the 2014-2015 Agreement between Culver City Unified District and Sandy Pringle Associates as amended. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3b Approval is Recommended for the 2014-2015 Agreement between Culver City Unified School District and Harrington Geotechnical Engineering

It was moved by Ms. Goldberg and second by Ms. Robins that the Board approve the 2014-2015 Agreement between Culver City Unified School District and Harrington Geotechnical Engineering as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3c Approval is Recommended for the Agreement between Culver City Unified School District and L.A. Goal

It was moved by Ms. Robins and seconded by Ms. Paspalis that the Board approve the Agreement between Culver City Unified School District and L.A. Goals as amended with the addition of the parking schematic and incorporation item 2.2 and 2.3. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3d Approval is Recommended for RFQ/P 2014-PM for Program Management Services

It was moved by Ms. Goldberg and seconded by Ms. Robins that the Board approve RFQ/P 2014-PM for Program Management Services as presented. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3e Approval is Recommended to Award Bid #2015-1 for Custom Outdoor Bins

Mr. Reynolds introduced Todd Johnson of the Environmental Sustainability Committee who informed the Board on how the bids were acquired. He stated that hundreds of hours of research on bins and recycling. Mr. Johnson shared a little about what was learned and stated that he just wanted to share with the Board his excitement about working on this project. George Laase asked about the grade of the bins. It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board approve Award Bid #2015-1 for Custom Outdoor Bins and amend the original motion to now state that the Bid has been awarded to Clean River. The motion was unanimously approved with a vote of 5 – Ayes by Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4 Personnel Items - None**15. Board Business****15.1 Discussion Regarding Impact of Proposition 13 on Public School Funding**

Kevin Ivy who came in representation of the NACR (?) spoke in opposition to any change in the commercial real estate property tax. He stated that AB2372 has broad legislation. Mr. Ivy informed the Board of his reasons why the organization is not in support of the legislation. Chris Vosburgh who is a homeowner in Culver City and parent spoke in opposition of Proposition 13 amendments. He spoke about how the legislation would hurt small businesses. Kevin Lachoff has a son who attends La Ballona Elementary. He knows that this topic was brought to City Council. He is a Real Estate Professional and spoke about how many small businesses pay the net leases where they have a business, and the gross leases are paid by the owners of the business. He stated that many businesses will have to close down and possibly leave the state. George Laase wanted to “comment on the past.” He stated that a Board member said that big businesses aren’t going anywhere. He reminded the Board that Toyota has moved out of California to Texas, Nissan has moved to Tennessee and Sony recently moved their animation division to Toronto, Canada. Mr. Laase also commented on the organization that has brought the Resolution calling for the amendment to the City and to the District. He stated that the EVOLVE movement has been around for about two and a half to three years. Ms. Goldberg stated that she would like to defer any decision on the matter until the Board received more information. She recalled that prior to Proposition 13 there was more funding for programs in schools such as the arts. Ms. Chardiet stated that this movement has not just started over the past couple of years. The amendment to the proposition was a topic she remembers hearing when she was in the PTA and they would go to Sacramento. Ms. Chardiet feels that there are so many things that parents and teachers have to do for the students with limited funds. So much work has to be done for fundraising with no additional time during the day. Ms. Paspalis finds it interesting that all we are hearing this evening is from small businesses saying that their rent will go up. Our charge here is to take care of our students and we’re not. She provided statistics on how much funding has dropped. She stated that the money has got to come from somewhere. Property taxes are not being collected as they used to be several years ago and we have to find a way to make the funding happen. She feels her duty is to the students. Dr. Levin agrees that the schools need more money. He opposed Proposition 13 from the beginning because he could see there would be many unintended circumstances which have happened such as cuts in programs. He does not think that amending the proposition in the way that is being discussed will help. Ms. Robins agrees that Proposition 13 really hurt funding to schools.

She is not willing to endorse an amendment that has so much collateral damage around it. She feels we do not need to look at the first option that comes to the Board’s attention. Ms. Robins also spoke about her concerns on how it would affect the small businesses. Todd Johnson stated that he has been the president and CEO of a corporation and there are many business owners that the structure of Proposition 13 is appalling. Jerry Chabola stated that he was teaching in the classroom in 1978-1979 when the Proposition was passed. He stated that there was a major impact on morale and a major impact on funding. Mr. Chabola also asked how much are we as a community lobbying to Sacramento? Our students have suffered due to Prop 13. We pass local bonds and parcel taxes in order to compensate, but we need to hold the people in Sacramento accountable. Dr. Levin agreed with Mr. Chabola that people in Sacramento need to be held accountable. Ms. Chardiet thinks it is a good idea that the Board lobby to our legislators.

15.2 Board Self-Evaluation

Ms. Robins performed the Board evaluation and reported that she thought the Board had an overall rating of good. She stated that she was a little troubled by body language of some members, and there was a lot of movement of papers while people were talking which may be deemed as disinterested.

Adjournment

There being no further business, it was moved by Ms. Goldberg, seconded by Ms. Paspalis and unanimously approved to adjourn the meeting with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays. Board President Ms. Chardiet adjourned the meeting at 9:35 p.m. in memory of those students killed in Washington.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

BOARD REPORT

11/18/14

9.2

9.2 PURCHASE ORDERS

The attached purchase order list is 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 October 19, 2014 through November 8, 2014 is \$449,620.17.

BUDGET NUMBER LEGEND FOR FUNDS

01.0 general fund
01.7 tri-city selpa
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 October 19, 2014 through November 8, 2014 in the amount of \$449,620.17 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Board List Purchase Order Report
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10/22/14	63104EF	A		10/22/2014	CDW-G	COMPUTER SUPP/EQUIP 10/22/2014	Linwood Howe Elementary 63104EF	01.0	90127.0	11100	10000	4410	2020000	14-15		524.13	524.13
11/05/14	63106EF	A		11/05/2014	ADAM'S MUSIC	MUSICAL INSTRUMENTS/SUPP 11/05/2014	Culver City High School 63106EF	01.0	90127.0	11100	10000	4400	4010000	14-15		1,422.41	1,422.41
11/07/14	63110EF	A		11/07/2014	GROWING GREAT	SOFTWARE 11/07/2014	Undistributed CCEF 63110EF	01.0	90127.0	11100	10000	4340	0000000	14-15		10,000.00	10,000.00
11/04/14	63111EF	A		11/05/2014	ADAM'S MUSIC	MUSICAL INSTRUMENTS/SUPP 11/04/2014	Culver City Middle School 63111EF	01.0	90127.0	11100	10000	4400	3010000	14-15		1,314.00	1,314.00
11/05/14	63113EF	A		11/05/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP 11/05/2014	Undistributed 63113EF	01.0	90127.0	11100	10000	4410	0000000	14-15		123.56	123.56
10/22/14	63252M	A		10/22/2014	TOMARK SPORTS, INC.	MAINTENANCE SUPP/EQUIP 10/22/2014	Maintenance 63252M	01.0	81500.0	00000	81100	4380	0005040	14-15		100.00	100.00
11/05/14	63253M	A		11/05/2014	AIR-EX AIR CONDITIONING, INC.	REPAIRS - OTHER 11/05/2014	Maintenance 63253M	01.0	81500.0	00000	81100	5630	0005040	14-15		890.00	890.00
10/22/14	63254M	C		10/22/2014	ONE STOP ROOTER & PLUMBING	REPAIRS - OTHER 10/22/2014	Maintenance 63254M	01.0	81500.0	00000	81100	5630	0005040	14-15		495.00	495.00
11/05/14	63255M	A		11/05/2014	RYAN'S EXPRESS	TRANSPORTATION SUPP/EQUIP/SERV 11/05/2014	Operations 63255M	01.0	00000.0	00000	36000	5871	0005041	14-15		1,000.00	1,000.00

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11/07/14	63256M	A		11/07/2014	ENCORP	CONTRACT SERVICES RENDERED 11/07/2014	Maintenance 63256M	01.0	81500.0	00000	81100	5890	0005040	14-15		979.00	979.00
11/03/14	64013	A		11/03/2014	REDWOOD PRESS	OFFICE SUPPLIES	Technology	01.0	00000.0	00000	77000	4350	0005020	14-15		93.95	
							Human Resources	01.0	00000.0	00000	74000	4350	0003000	14-15		62.01	
							Undistributed	01.7	65000.0	50500	22000	4350	0000000	14-15		31.94	
11/03/2014							64013	REDWOOD PRESS								187.90	
10/22/14	64032A	A		10/22/2014	AMAZON.COM	BOOKS	Special Projects	01.0	31850.0	11100	10000	4210	0004030	14-15		875.32	875.32
10/22/2014							64032A	AMAZON.COM									
10/21/14	64062	C		10/21/2014	CSF/CJSF CENTRAL OFFICE	MEMBERSHIPS	Culver City High School	01.0	07395.0	00000	27000	5310	4010000	14-15		150.00	150.00
10/21/2014							64062	CSF/CJSF CENTRAL OFFICE									
10/20/14	64063	A		10/20/2014	CDW-G	COMPUTER SUPP/EQUIP	Resource Specialists	01.0	56400.0	00000	39000	4410	0004026	14-15		108.39	108.39
10/20/2014							64063	CDW-G									
10/21/14	64064	C		10/21/2014	AVID CENTER	SUBSCRIPTIONS	Special Projects	01.0	30100.0	00000	27000	4313	0004030	14-15		525.00	525.00
10/21/2014							64064	AVID CENTER									
10/22/14	64067	A		10/22/2014	RIFTON PRODUCTS LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed SELPA	01.7	65003.0	50500	22000	4400	0000000	14-15		2,870.27	2,870.27
10/22/2014							64067	RIFTON PRODUCTS LLC									
10/20/14	64068	C		10/20/2014	SANTA MONICA-MALIBU USD	CONTRACT SERVICES RENDERED	Undistributed SELPA	01.7	65120.0	00000	00000	9520	0000000	14-15		13,550.42	13,550.42
10/20/2014							64068	SANTA MONICA-MALIBU USD									
10/20/14	64070	A		10/20/2014	NEW MANAGEMENT, INC.	CONTRACTED SERVICES	Special Projects	01.0	07392.0	11100	10000	5220	0004030	14-15		2,420.00	2,420.00

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10/20/14	64071	A		10/20/2014	ESPECIAL NEEDS, LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed SELPA	01.7	65003.0	50500	22000	4400	0000000	14-15		4,825.57	2,420.00		
							64071	NEW MANAGEMENT, INC.										4,825.57	
10/27/14	64074	A		10/27/2014	RIFTON PRODUCTS LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed SELPA	01.7	65003.0	50500	22000	4400	0000000	14-15		3,447.61	3,447.61		
							64074	RIFTON PRODUCTS LLC										3,447.61	
10/27/14	64075	A		10/27/2014	RIFTON PRODUCTS LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed SELPA	01.7	65003.0	50500	22000	4400	0000000	14-15		3,192.20	3,192.20		
							64075	RIFTON PRODUCTS LLC										3,192.20	
11/07/14	64092	A		11/07/2014	APPLE INC.	COMPUTER SUPP/EQUIP	Culver City High School	01.0	96352.0	71100	10000	4410	4010000	14-15		4,515.02	4,515.02		
							64092	APPLE INC.										4,515.02	
10/23/14	64093	C		10/23/2014	TAMS-WITMARK MUSIC LIBRARY, INC.	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	16001	10000	4310	3010000	14-15		33.95	33.95		
							64093	TAMS-WITMARK MUSIC LIBRARY, INC.										33.95	
10/20/14	64097	A		10/20/2014	WENGER CORPORATION	CABINETS	Undistributed Gen I Adm	01.0	00000.0	11100	10000	4400	0000000	14-15		3,233.58	3,233.58		
							64097	WENGER CORPORATION										3,233.58	
11/03/14	64099	A		11/03/2014	GOPHER	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	15000	10000	4310	3010000	14-15		10,880.47	10,880.47		
							64099	GOPHER										10,880.47	
10/20/14	64100	A		10/20/2014	MCGRAW HILL CO	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	14-15		266.87	266.87		
							64100	MCGRAW HILL CO										266.87	
10/22/14	64101	A		10/22/2014	RIFTON PRODUCTS LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed SELPA	01.7	65003.0	50500	22000	4400	0000000	14-15		439.37	439.37		
																		439.37	

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10/22/14	64102	A		10/22/2014	AMTRYKE LLC	MEDICAL & LAB SUPP/EQUIP	64101	01.7	65003.0	50500	22000	4400	0000000	14-15		294.33	439.37
				10/22/2014			64102									294.33	
10/22/14	64103	A		10/22/2014	CHEF'S TOYS FOOD SERVICES	FOOD SERVICES SUPP/EQUIP	64103	13.0	53100.0	00000	37000	4400	0000000	14-15		55.06	55.06
10/22/14	64104	C		10/22/2014	INDIGO BRIDGE TECHNOLOGIES	REPAIRS - OTHER	64104	13.0	53100.0	00000	37000	5630	0000000	14-15		102.51	102.51
11/05/14	64105	A		11/05/2014	PITNEY BOWES	REPAIRS - OTHER	64105	01.0	00000.0	00000	27000	5630	4010001	14-15		1,309.00	1,309.00
10/22/14	64106	A		10/22/2014	BEST BUY FOR EDUCATION	AUDIOVISUAL SUPP/EQUIP	64106	01.0	35500.0	11100	10000	4410	0004000	14-15		2,306.67	2,306.67
10/22/14	64107	A		10/22/2014	GRAPHAIDS, INC.	INSTRUCTIONAL SUPPLIES	64107	01.0	00000.0	16001	10000	4310	4010000	14-15		1,000.00	1,000.00
11/05/14	64108	A		11/05/2014	MICHAEL D. MCCARTY	CONTRACT SERVICES RENDERED	64108	01.0	91400.0	11100	10000	5810	2020000	14-15		700.00	700.00
10/22/14	64109	A		10/22/2014	ATKINSON, ANDELSON, LOYA,	LEGAL SERVICES	64109	01.0	00000.0	00000	72000	5820	0004020	14-15		15,000.00	15,000.00
10/30/14	64111	C		10/30/2014	LACOE-SARB	CONFERENCE AND TRAVEL		01.0	00000.0	00000	31400	5220	0004020	14-15		30.00	30.00

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10/30/2014							64111	LACOE-SARB								30.00	
10/23/14	64112	A		10/23/2014	PEARSON EDUCATION	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	14-15		593.02	
10/23/2014							64112	PEARSON EDUCATION								593.02	
10/22/14	64113	A	1	10/23/2014	AMAZON.COM	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57700	11100	4310	0004040	14-15		37.43	
10/22/2014							64113	AMAZON.COM								37.43	
10/22/14	64114	A		10/22/2014	FUELEDUCATION LLC	BOOKS	CCUSD Academy	01.0	00000.0	32000	10000	4110	6010000	14-15		227.25	
10/22/2014							64114	FUELEDUCATION LLC								227.25	
10/21/14	64115	A		10/21/2014	SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57700	11100	4310	0004040	14-15		153.16	
10/21/2014							64115	SCHOOL OUTFITTERS								153.16	
10/22/14	64116	C		10/22/2014	CCIS	CONFERENCE AND TRAVEL	CCUSD Academy	01.0	00000.0	11100	10000	5220	6010000	14-15		700.00	
10/22/2014							64116	CCIS								700.00	
10/23/14	64117	A		10/23/2014	HEINEMANN PUBLISHING	BOOKS	Special Projects	01.0	40350.0	11100	10000	4210	0004030	14-15		322.65	
10/23/2014							64117	HEINEMANN PUBLISHING								322.65	
11/05/14	64118	A		11/05/2014	SUPER DUPER PUBLICATIONS	TEST/TEST MATERIALS	Speech	01.0	56400.0	00000	39000	4312	0004024	14-15		984.29	
11/05/2014							64118	SUPER DUPER PUBLICATIONS								984.29	
10/21/14	64119	A		10/21/2014	AMERICAN CHEMICAL &	JANITORIAL SUPP/EQUIP	Linwood Howe	01.0	00000.0	00000	81000	4370	2020001	14-15		1,000.00	
10/21/2014							64119	AMERICAN CHEMICAL & SANITARY SUPPLY INC.								1,000.00	

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10/20/14	64120	A		10/20/2014	COLONIAL CHESTERFIELD AT	FIELD TRIPS	Linwood Howe Elementary 64120	01.0	91400.0	11100	10000	5816	2020000	14-15	1,575.00	1,575.00	
						10/20/2014	64120										1,575.00
10/20/14	64121	A		10/20/2014	AVC OFFICE AUTOMATION	OFFICE SUPPLIES	EI Marino 64121	01.0	00000.0	00000	27000	4350	2030001	14-15	93.37	93.37	
						10/20/2014	64121										93.37
10/21/14	64122	A		10/21/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS	EI Marino 64122	01.0	00000.0	00000	27000	5630	2030001	14-15	849.63	849.63	
						10/21/2014	64122										849.63
10/20/14	64124	A		10/20/2014	OFFICE DEPOT	FURNITURE, OFFICE	Purchasing 64124	01.0	00000.0	00000	73000	4350	0005030	14-15	11.57	11.57	
						10/20/2014	64124										11.57
						OFFICE SUPPLIES	Undistributed	01.0	00000.0	00000	27000	4400	0000000	14-15	277.83	277.83	
						OFFICE SUPPLIES	Purchasing	01.0	00000.0	00000	73000	4350	0005030	14-15	0.53	0.53	
						10/20/2014	64124										12.70
						10/20/2014	64124										302.63
10/20/14	64125	A		10/20/2014	OFFICE DEPOT	FURNITURE, SCHOOL	La Ballona Elementary 64125	01.0	00000.0	11100	10000	4400	2060000	14-15	1,111.77	1,111.77	
						10/20/2014	64125										1,111.77
10/21/14	64126	A		10/21/2014	DISCOUNT SCHOOL SUPPLY	FURNITURE, SCHOOL	La Ballona Elementary 64126	01.0	00000.0	11100	10000	4400	2060000	14-15	382.49	382.49	
						10/21/2014	64126										382.49
10/22/14	64128	C		10/22/2014	DAVE & BUSTER'S	CONTRACTED SERVICES	Culver City High School 64128	01.0	02222.0	00000	27000	5810	4010000	14-15	1,361.28	1,361.28	
						10/22/2014	64128										1,361.28
10/22/14	64129	A		10/22/2014	MONTEREY ABALONE CO.	INSTRUCTIONAL SUPPLIES	Culver City High School 64129	01.0	07395.0	11100	10000	4310	4010000	14-15	1,124.00	1,124.00	
						10/22/2014	64129										1,124.00
						10/22/2014	64129										1,124.00

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10/27/14	64130	C		10/27/2014	CAPTURE	INSTRUCTIONAL SUPPLIES 10/27/2014	Culver City Middle School 64130	01.0	00000.0	16001	10000	4310	3010000	14-15		346.61	
10/27/14	64131	A		10/27/2014	HILLYARD	JANITORIAL SUPP/EQUIP 10/27/2014	Linwood Howe 64131	01.0	00000.0	00000	81000	4370	2020001	14-15		1,000.00	
10/22/14	64132	C		10/22/2014	COMPASSLEARNING, INC.	CONTRACTED SERVICES 10/22/2014	Culver City High School 64132	01.0	07395.0	00000	27000	5810	4010000	14-15		4,700.00	
10/27/14	64133	A	1	10/30/2014	TROXELL COMMUNICATIONS	COMPUTER SUPP/EQUIP 10/27/2014	Technology 64133	01.0	90141.0	11100	10000	4410	0005020	14-15		3,282.81	
10/27/14	64134	A		10/27/2014	REHABMART, LLC	MEDICAL & LAB SUPP/EQUIP 10/27/2014	Undistributed SELPA 64134	01.7	65003.0	50500	22000	4400	0000000	14-15		1,186.26	
10/27/14	64135	A		10/27/2014	CDW-G	COMPUTER SUPP/EQUIP 10/27/2014	Technology 64135	01.0	90141.0	11100	10000	4410	0005020	14-15		2,495.57	
11/03/14	64136	A		11/03/2014	SMART & FINAL	FOOD PRODUCTS 11/03/2014	Undistributed SELPA 64136	01.7	65000.0	50500	22000	4321	0000000	14-15		150.00	
10/27/14	64137	A		10/27/2014	SERVICE SOLUTIONS GROUP,	REPAIRS - OTHER 10/27/2014	Undistributed FS 64137	13.0	53100.0	00000	37000	5630	0000000	14-15		45.62	
10/30/14	64138	A		10/31/2014	AMAZON.COM	OFFICE SUPPLIES 10/30/14	Culver City Middle School	01.0	00000.0	11100	10000	4400	3010001	14-15		158.18	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Schl/Loc	BP	Distrib	Amount	PO Amt
10/30/14	64139	C		10/30/2014	IXL LEARNING	SUBSCRIPTIONS	EI Marino Language 64139	01.0	91400.0	00000	21000	4310	2030000	14-15		49.00	158.18
11/06/14	64140	A		11/06/2014	US-TICKET	INSTRUCTIONAL SUPPLIES	Culver City Middle School 64140	01.0	07395.0	11100	10000	4310	3010000	14-15		123.59	49.00
10/27/14	64141	C		10/27/2014	EDLIO, INC.	CONTRACTED SERVICES	Office of Child Development 64141	12.0	50253.0	85000	27000	5810	0000002	14-15		3,600.00	3,600.00
10/27/14	64142	A		10/27/2014	RIFTON PRODUCTS LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed SELPA 64142	01.7	65003.0	50500	22000	4400	0000000	14-15		2,122.93	2,122.93
10/27/14	64143	A		10/27/2014	PEARSON CLINICAL ASSESSMENTS	TEST/TEST MATERIALS	Speech 64143	01.0	56400.0	00000	39000	4312	0004024	14-15		2,600.82	2,600.82
11/06/14	64144	A		11/06/2014	EDUCATIONAL BASED SERVICES, INC.	CONTRACTED SERVICES	Special Education 64144	01.0	65000.0	57700	11360	5810	0004040	14-15		30,600.00	30,600.00
10/23/14	64146	C		10/23/2014	NCS PEARSON, INC.	LICENSE/FEEES	Undistributed SELPA 64146	01.7	65120.0	50500	22000	4340	0000000	14-15		98.35	98.35
10/27/14	64147	A		10/27/2014	MELROSEM, INC.	COMPUTER SUPP/EQUIP	Technology 64147	01.0	00000.0	00000	77000	4410	0005020	14-15		666.86	666.86
11/05/14	64148	A		11/05/2014	VELAZQUEZ PRESS	BOOKS	Special Projects 64148	01.0	42030.0	00000	21000	4230	0004030	14-15		1,267.86	1,267.86

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11/07/14	64149	A		11/07/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	64148	VELAZQUEZ PRESS	01.0	30100.0	00000	21000	4410	0004030	14-15	868.72
11/07/2014							64149	DELL COMPUTER CORP.								868.72
10/30/14	64150	C		10/30/2014	CALIFORNIA DEPARTMENT OF	CONFERENCE AND TRAVEL	64150	CALIFORNIA DEPARTMENT OF EDUCATION	01.0	42030.0	00000	27000	5220	0004030	14-15	350.00
11/05/14	64151	A		11/05/2014	AVID CENTER	CONFERENCE AND TRAVEL	64151	AVID CENTER	01.0	30100.0	11100	10000	5220	3010000	14-15	485.00
10/30/14	64152	A		10/30/2014	JOSEPHSON INSTITUTE OF	OFFICE SUPPLIES	64152	JOSEPHSON INSTITUTE OF ETHICS	01.0	00000.0	00000	71000	4350	0001000	14-15	538.48
10/27/14	64153	C		10/27/2014	CULVER CITY OBSERVER, INC.	ADVERTISING	64153	CULVER CITY OBSERVER, INC.	01.0	00000.0	00000	73000	5830	0005030	14-15	90.00
10/28/14	64154	A		10/28/2014	KINOKUNIYA BOOKSTORE	BOOKS	64154	KINOKUNIYA BOOKSTORE	01.0	00000.0	00000	21000	4210	0000000	14-15	244.40
10/29/14	64155	A		10/29/2014	SCHOOL SPECIALTY	FURNITURE, SCHOOL	64155	SCHOOL SPECIALTY	01.0	00000.0	11100	10000	4400	2060000	14-15	734.25
10/30/14	64156	A		10/30/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	64156	VIRCO MFG CORP	01.0	00000.0	11100	10000	4400	2060000	14-15	181.72
10/30/14	64157	A		10/30/2014	VIRCO MFG CORP	FURNITURE, SCHOOL	64157	VIRCO MFG CORP	01.0	00000.0	11100	10000	4400	2050000	14-15	181.72

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10/30/2014					VIRCO MFG CORP		64157									181.72	
10/29/14	64158	A		10/29/2014	CULVER-NEWLIN INCORPORATED	BLDG HDWE/FIXTURES, 10/29/2014	Culver City Middle School 64158	01.0	00000.0	00000	27000	4400	3010000	14-15		6,049.70	
10/28/14	64159	C		10/28/2014	ACSA'S FOUNDATION FOR	CONFERENCE AND TRAVEL 10/28/2014	Human Resources 64159	01.0	00000.0	00000	74000	5220	0003000	14-15		49.00	
10/28/14	64160	A		10/28/2014	THOMSON REUTERS	CONTRACTED SERVICES 10/28/2014	Pupil Services 64160	01.0	00000.0	00000	72000	5810	0004020	14-15		1,800.00	
10/30/14	64161	A		10/30/2014	REDWOOD PRESS	OFFICE SUPPLIES 10/30/2014	Fiscal Services 64161	01.0	00000.0	00000	73000	4350	0005010	14-15		620.87	
11/03/14	64163	A		11/03/2014	REDWOOD PRESS	OFFICE SUPPLIES 11/03/2014	Fiscal Services 64163	01.0	00000.0	00000	73000	4350	0005010	14-15		1,235.16	
10/30/14	64164	C		10/30/2014	CHASE CARD SERVICES	FOOD PRODUCTS 10/30/2014	Superintendent's Office	01.0	00000.0	00000	71000	5890	0001000	14-15		54.58	
						HOTELS		01.0	00000.0	00000	71000	4321	0001000	14-15		535.36	
						FEEES, LICENSE		01.0	00000.0	00000	71000	5220	0001000	14-15		5.41	
						COMPUTER SUPP/EQUIP		01.0	00000.0	00000	73001	5220	0005000	14-15		5.41	
						FEEES, LICENSE		01.0	00000.0	00000	71000	5890	0001000	14-15		3.22	
								01.0	00000.0	00000	71000	5220	0001000	14-15		10.56	
								01.0	00000.0	00000	74000	5220	0003000	14-15		10.55	
								01.0	33100.0	57300	11100	4400	0004040	14-15		3.23	

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10/30/14	64164	C		10/30/2014	CHASE CARD SERVICES	COMPUTER SUPP/EQUIP	Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15	106.66
							Special Education	01.0	00000.0	00000	71000	4350	0001000	14-15	2.19
							Superintendent's Office	01.0	33100.0	57300	11100	4400	0004040	14-15	6.30
						FEES, LICENSE	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	14-15	1.12
						FOOD PRODUCTS		01.0	00000.0	00000	71000	4350	0001000	14-15	37.07
						OFFICE SUPPLIES		01.0	00000.0	00000	71000	5890	0001000	14-15	1.12
							Special Education	01.0	00000.0	00000	71000	4350	0001000	14-15	0.76
							Superintendent's Office	01.0	33100.0	57300	11100	4400	0004040	14-15	2.19
							Superintendent's Office	01.0	00000.0	00000	71000	5220	0001000	14-15	3.68
						HOTELS	Business Services	01.0	00000.0	00000	73001	5220	0005000	14-15	52.94
						OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15	37.12
							Business Services	01.0	00000.0	00000	73001	5220	0005000	14-15	3.67
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	3.67
						FOOD PRODUCTS	Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15	1,804.74
						HOTELS		01.0	00000.0	00000	71000	4350	0001000	14-15	10.99
							Special Education	01.0	33100.0	57300	11100	4400	0004040	14-15	31.63
							Superintendent's Office	01.0	00000.0	00000	71000	5220	0001000	14-15	53.02
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	52.94
						FEES, LICENSE	Superintendent's Office	01.0	00000.0	00000	71000	5890	0001000	14-15	16.20
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	5.41
							Superintendent's Office	01.0	00000.0	00000	71000	5890	0001000	14-15	1.66

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10/30/14	64164	C		10/30/2014	CHASE CARD SERVICES	COMPUTER SUPP/EQUIP	Business Services	01.0	00000.0	00000	73001	5220	0005000	14-15	10.55	
						FEES, LICENSE	Superintendent's Office	01.0	00000.0	00000	71000	4321	0001000	14-15	54.67	
						FOOD PRODUCTS	Business Services	01.0	00000.0	00000	73001	5220	0005000	14-15	178.47	
							Special Education	01.0	33100.0	57300	11100	4400	0004040	14-15	106.62	
							Superintendent's Office	01.0	00000.0	00000	71000	5220	0001000	14-15	178.72	
							Human Resources	01.0	00000.0	00000	74000	5220	0003000	14-15	178.47	
10/30/2014							64164									3,570.90
10/30/14	64166	A		10/30/2014	SCHOOL SPECIALTY	CABINETS	Undistributed Gen'l Adm	01.0	00000.0	00000	27000	4400	0000000	14-15	820.70	
10/30/2014							64166									
10/30/14	64167	C		10/30/2014	LACOE-SARB	CONFERENCE AND TRAVEL	Culver City Middle School	01.0	07395.0	00000	27000	5220	3010000	14-15	45.00	
10/30/2014							64167									
11/07/14	64169	A		11/07/2014	3M LIBRARY SYSTEMS	MAINTENANCE AGREEMENTS	Undistributed SIMC	01.0	00000.0	00000	24200	5630	0000000	14-15	1,482.00	
11/07/2014							64169									
10/30/14	64170	A		10/30/2014	LACOE	INSTRUCTIONAL SUPPLIES	Educational Services	01.0	00000.0	11100	10000	4310	0004000	14-15	381.75	
10/30/2014							64170									
10/30/14	64171	C		10/30/2014	CALIFORNIA DEPARTMENT OF	CONFERENCE AND TRAVEL	Special Projects	01.0	42030.0	00000	27000	5220	0004030	14-15	2,275.00	
10/30/2014							64171									
11/03/14	64172	A		11/03/2014	ACHIEVE3000	SOFTWARE	Special Projects	01.0	42030.0	11100	10000	4340	0004030	14-15	5,400.00	
11/03/2014							64172									

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11/03/14	64173	A		11/03/2014	CHRISTY WHITE ACCOUNTANCY	AUDIT SERVICES	Fiscal Services	01.0	00000.0	00000	73000	5820	0005010	14-15		2,755.00	
11/03/2014						11/03/2014	64173										2,755.00
11/07/14	64174	A		11/07/2014	REGISTRAR-RECORDER/COUNTY CLERK	LEGAL SERVICES	Superintendent's Office	01.0	00000.0	00000	71000	5820	0001000	14-15		38,338.03	
11/07/2014						11/07/2014	64174										38,338.03
11/03/14	64175	A		11/03/2014	SCHOOL SERVICES OF CALIFORNIA, INC.	CONTRACT SERVICES RENDERED	Superintendent's Office	01.0	00000.0	00000	71000	5810	0001000	14-15		13,120.00	
11/03/2014						11/03/2014	64175										13,120.00
11/07/14	64176	A		11/07/2014	J.W. PEPPER & SON, INC.	MUSICAL INSTRUMENTS/SUPP	Special Projects	01.0	00000.0	11100	10000	4310	0004030	14-15		977.12	
11/07/2014						11/07/2014	64176										977.12
11/07/14	64177	A		11/07/2014	ADAM'S MUSIC	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	00000.0	11100	10000	4310	0004030	14-15		75.65	
11/07/2014						11/07/2014	64177										75.65
11/03/14	64178	A		11/03/2014	ACI COMMUNICATIONS,	REPAIRS - OTHER	Security	01.0	00000.0	00000	83000	5630	0001050	14-15		571.12	
11/03/2014						11/03/2014	64178										571.12
11/03/14	64179	A		11/03/2014	SOLUTION TREE, LLC	CONTRACT SERVICES RENDERED	Superintendent's Office	01.0	00000.0	00000	71000	5810	0001000	14-15		26,880.00	
11/03/2014						11/03/2014	64179										26,880.00
11/07/14	64180	A		11/07/2014	APPLE INC.	SOFTWARE	Special Education	01.0	33100.0	57700	11100	4340	0004040	14-15		190.00	
11/07/2014						11/07/2014	64180										190.00
11/05/14	64181	A		11/05/2014	DISCOUNT RUBBER STAMPS	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	02222.0	11100	10000	4310	3010000	14-15		869.32	
11/05/2014						11/05/2014	64181										869.32

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11/03/14	64182	A		11/05/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES 11/05/2014	Culver City Middle School 64182	01.0	07395.0	11100	10000	4310	3010000	14-15		88.54	88.54
11/03/14	64183	A		11/03/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES 11/03/2014	Culver City Middle School 64183	01.0	02222.0	11100	10000	4310	3010000	14-15		304.96	304.96
10/30/14	64185	C		10/30/2014	LACOE-SARB	CONFERENCE AND TRAVEL 10/30/2014	Linwood Howe Elementary 64185	01.0	00000.0	00000	27000	5220	2020000	14-15		45.00	45.00
11/07/14	64186	A		11/07/2014	MELROSEMAC, INC.	COMPUTER SUPP/EQUIP 11/07/2014	Special Education 64186	01.0	33100.0	57700	11100	4410	0004040	14-15		267.18	267.18
11/05/14	64188	A		11/05/2014	ECOLAB EQUIPMENT CARE	JANITORIAL SUPP/EQUIP 11/05/2014	Office of Child Development 64188	12.0	50253.0	85000	81000	4370	0000002	14-15		1,500.00	1,500.00
11/07/14	64189	A		11/07/2014	PERMA-BOUND BOOKS	BOOKS 11/07/2014	Undistributed SIMC 64189	01.0	63000.0	11100	10000	4110	0000000	14-15		5,069.85	5,069.85
11/03/14	64190	A		11/03/2014	FOLLETT SCHOOL SOLUTIONS, INC.	SOFTWARE 11/03/2014	Undistributed SIMC 64190	01.0	00000.0	00000	24200	4340	0000000	14-15		2,950.00	2,950.00
11/07/14	64191	A		11/07/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP 11/07/2014	High School 64191	01.0	00000.0	11100	10000	4410	4010001	14-15		4,356.04	4,356.04
11/07/14	64192	A		11/07/2014	CDW-G	COMPUTER SUPP/EQUIP	High School Culver City High School	01.0	00000.0	11100	10000	4410	4010000	14-15		1,598.66	1,598.66
								01.0	90127.0	11100	10000	4410	4010000	14-15		4,010.65	4,010.65

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11/06/14	64193	A		11/06/2014	SCHOOL SPECIALTY	CABINETS	Educational Services	01.0	00000.0	00000	27000	4400	0004000	14-15	493.70	5,609.31
11/07/14	64195	A		11/07/2014	PRADO SIGNS	SIGNS	Undistributed BUS SVCS	01.0	00000.0	00000	27000	4400	0000000	14-15	268.28	268.28
11/07/14	64196	A		11/07/2014	NICOLE MILLER & ASSOCIATES, INC.	LEGAL SERVICES	Human Resources	01.0	00000.0	00000	74000	5820	0003000	14-15	8,976.33	8,976.33
11/07/14	64199	A		11/07/2014	STANDARD & POOR'S	LEGAL SERVICES	Superintendent's Office	01.0	00000.0	00000	71000	5820	0001000	14-15	23,000.00	23,000.00
11/07/14	64202	A		11/07/2014	CALIFORNIA STATE CONSORTIUM FOR	MEMBERSHIPS	Adult School	11.0	06390.0	41100	10000	5310	0000010	14-15	485.00	485.00
11/07/14	64203	A		11/07/2014	SCHOLASTIC INC.	SUBSCRIPTIONS	Culver City High School	01.0	91400.0	11100	10000	4313	4010000	14-15	437.80	437.80
11/07/14	64204	A		11/07/2014	C&A ATHLETICS	ATHLETIC SUPP/EQUIP	Culver City High School	01.0	00000.0	15000	10000	4310	4010000	14-15	92.53	92.53
11/07/14	64206	A		11/07/2014	LOS ANGELES COUNTY OFFICE OF	FIELD TRIPS	El Rincon Elementary	01.0	00000.0	16003	10000	5816	2040000	14-15	1,920.00	1,920.00
11/03/14	64721	A		11/03/2014	WE TELL STORIES	CONTRACTED SERVICES	Undistributed CCEF	01.0	90127.0	11100	10000	5850	0000000	14-15	5,000.00	5,000.00

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						11/03/2014	64721	WE TELL STORIES								5,000.00	
10/24/14	64723	A		10/24/2014	CENTER THEATRE GROUP	CONTRACTED SERVICES	Undistributed CCEF	01.0	90127.0	11100	10000	5850	0000000	14-15		15,000.00	
						10/24/2014	64723	CENTER THEATRE GROUP								15,000.00	
11/03/14	64724	A		11/03/2014	SYMPHONIC JAZZ ORCHESTRA	CONTRACTED SERVICES	Special Projects	01.0	00000.0	11100	10000	5850	0004030	14-15		7,279.12	
							Undistributed LA CO ARTS COMM									20,017.58	
							CCEF									63,692.30	
						11/03/2014	64724	SYMPHONIC JAZZ ORCHESTRA								90,989.00	
11/05/14	64730	A		11/05/2014	HARLEY ASTORGA	CONTRACTED SERVICES	Culver City Middle School	01.0	02222.0	11100	10000	5850	3010000	14-15		3,224.00	
						11/05/2014	64730	HARLEY ASTORGA								3,224.00	
10/24/14	64731	A		10/24/2014	JESSICA ESTRADA	CONTRACTED SERVICES	Culver City High School	01.0	02222.0	11100	10000	5850	4010000	14-15		1,612.00	
						10/24/2014	64731	JESSICA ESTRADA								1,612.00	
10/23/14	64732	A		10/23/2014	KIEU-MY NGUYEN	CONTRACTED SERVICES	Special Projects	01.0	02222.0	11100	10000	5850	0004030	14-15		3,224.00	
						10/23/2014	64732	KIEU-MY NGUYEN								3,224.00	
11/03/14	64733	A		11/03/2014	MARLA RAMIREZ	CONTRACTED SERVICES	Culver City High School	01.0	02222.0	11100	10000	5850	4010000	14-15		1,612.00	
						11/03/2014	64733	MARLA RAMIREZ								1,612.00	
11/05/14	64734	A		11/05/2014	JOYCELYN CHAUNNATI HEWITT	CONTRACTED SERVICES	Special Projects	01.0	02222.0	11100	10000	5850	0004030	14-15		3,224.00	
						11/05/2014	64734	JOYCELYN CHAUNNATI HEWITT								3,224.00	
10/23/14	64739	A		10/23/2014	GAYLE INDIANER	CONTRACTED SERVICES	Undistributed SELPA	01.7	33270.0	50500	22000	5850	0000000	14-15		4,000.00	

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

* Prior Year Payments

Board List Purchase Order Report

Page No. 17
 Run Date: 11/08/2014
 Run Time: 03:22:48AM
 FY: 14-15
WEEKLY

Report ID: LAPO009C

District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 10/19/2014 To 11/8/2014
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

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	
10/23/2014							64739	GAYLE INDIANER										4,000.00

Total by District : 64444 449,620.17 449,620.17

End of Report LAPO009C

NONPUBLIC SCHOOLS:

CURRENT PERIOD: \$236,646.00 INCREASE 11/5/2014

APPROVED YTD: \$1,441,177.00

BOARD REPORT

9.4

Financial Implication for Certificated Services Report No. 7

Total Fiscal Impact per Funding Source:

General Fund	\$ 3,325.08
LCFF	\$ 1,582.98
Los Angeles County Office Regional Occupational Program (LACOEROP-CTE)	\$ 30,049.80
Panther Partners	\$ 226.14
Student Achievement	\$ 414.59
Title II – Part A	\$ 7,538.00

BOARD REPORT

9.4 Certificated Personnel Services Report No. 7 – Page 2

I. Authorization and Ratification of Employment – Continued

F. Extra Assignment – El Rincon, Coaching EL Students

Effective October 1, 2014 through June 30, 2015 at \$1,000.00 stipend per teacher

Funding Source: General Fund

Total Cost: \$2,000.00

1. Diamond, Kimberly

2. Horiba, Hisayo

G. Extra Assignment – Farragut, Substitute Coverage for Co-Teacher

Effective October 23, 2014 at stated hourly rate of pay based on per diem, not to exceed 3 hours per teacher

Funding Source: General Fund

Total Cost: \$346.46

1. Dowdall, Keely \$42.84 per hour

2. Halleran, Loren \$72.65 per hour

H. Extra Assignment – Farragut, Substitute Coverage for Co-Teacher

Effective November 10, 2014 at stated hourly rate of pay based on per diem, not to exceed 3 hours per teacher

Funding Source: General Fund

Total Cost: \$178.62

1. Jeong, Susan \$59.54 per hour

I. Extra Assignment – Middle School, Additional Mock Trial Chaperone

Effective November 5, 2014 through November 12, 2015 at \$37.69 per hour, not to exceed 11 hours

Funding Source: Student Achievement

Total Cost: \$414.59

1. Cotton-Yarbrough, Phyllis

J. Extra Assignment – Middle School, Robotics Team Additional Hours

Effective October 15, 2014 through December 19, 2014 at \$37.69 per hour, not to exceed 6 hours

Funding Source: Panther Partners

Total Cost: \$226.14

1. Grime, Daniel

BOARD REPORT

9.5 Certificated Personnel Services Report No. 7 – Page 3

I. Authorization and Ratification of Employment – Continued

K. Extra Assignment - Middle School, Additional Teachers for 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: LCFE

Total Cost: \$1,582.98

1. Goffredo, Ashley
2. Vandever, Emily
3. Wilcox, Kelley

L. Extra Assignment – High School, Department Chair
Effective August 25, 2014 through June 30, 2015 at \$800.00 stipend

Funding Source: General Fund

Total Cost: \$800.00

1. Castro, Dianna

M. Extra Assignment – High School, Additional Hours for Curriculum & Instruction Activities
Effective July 31, 2014 through September 11, 2014 at \$39.80 per hour, not to exceed 36 hours

Funding Source: LACOROP-CTE

Total Cost: 1,438.80

1. Sunwaye, Lisa

II. Recision of Assignment

Previously approved on Board Report #6; 10/28/14; item G

1. Extra Assignment – Various Sites, K-5 ELA & Mathematics Common Assessments
Effective October 1, 2014 through November 30, 2014 at \$37.69 per hour, not to exceed
25 hours per teacher

Funding Source: General Fund

Total Cost: \$10,364.75

- La Ballona
1. Dimitroff, Ann
 2. Jensen, Sara
 3. Taslimi, Julia

- El Marino
1. Niimura, Hitomi

- Farragut
1. Cruz, Christine
 2. Halleran, Loren

- El Rincon
1. Hiller, Diana
 2. Lammers, Melissa
 3. O’Daniel, Sharon

- Linwood
1. Farrar, Courtney
 2. Feeney, Emmanuel

BOARD REPORT

9.4 Certificated Personnel Services Report No. 7 – Page 4

III. Leaves

1. Cohen, Veronica
Middle School
Family Care & Medical Leave of Absence Without Pay
Effective October 24, 2014 through December 19, 2014
Intermittent Leave for a Total of 7 Days
2. Gomez, Lucia
District Office
Family Care & Medical Leave of Absence Without Pay
Effective December 1, 2014 through February 20, 2015
3. Gomez, Lucia
District Office
Child Care Leave of Absence Without Pay
Effective February 23, 2015 through February 27, 2015
4. Gomyo, Chiaki
High School
Child Care Leave of Absence Without Pay
Effective October 31, 2014 through June 12, 2015
5. Hale, Amy
Adult School
Family Care & Medical Leave of Absence Without Pay
Effective November 17, 2014 through December 15, 2014
6. Navarro, Matilda
OCD
Child Care Leave of Absence Without Pay
Effective August 20, 2014 through June 2, 2015
7. Padilla, Marisela
El Marino
Family Care & Medical Leave of Absence Without Pay
Effective November 3, 2014 through January 2, 2015

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 7

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Impact for Classified Personnel Services Report No. 7

Total Funding Fiscal Impact:

CCHS Booster Club Total:	\$500.00
Child Development Total:	\$13.77 per hour, as needed
General Fund Total:	\$113,270.35 \$14.92 per hour, as needed \$9.98 per hour, as needed \$9.00 per hour, as needed
Linwood Howe Booster Club Total:	\$7,975.11
Panther Partners Total:	\$8,956.97

BOARD REPORT

9.5 Classified Personnel Services Report No. 7

I. Authorization, Approval & Ratification of Employment

A. Child Development

1. Aguilar, Georgina
Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective November 3, 2014
Hourly, as needed – \$13.77 per hour

B. Instructional Assistants

1. Armstrong, Tyieshia
Short-Term Instructional Assistant
Linwood Howe
3.9 hours per day, school year
Funding Source: Linwood Howe Booster Club
Effective November 17, 2014 through
June 12, 2015
Range 12 – \$14.30 per hour
Total Cost: \$7,975.11
2. Arms, Andrea
Substitute Instructional Assistant
District Office
Funding Source: General Fund
Effective November 6, 2014
Hourly, as needed – \$14.92 per hour
3. Reichle, Nicholas
Substitute Instructional Assistant
District Office
Funding Source: General Fund
Effective November 10, 2014
Hourly, as needed – \$14.92 per hour
4. Rivera, Jorge
Instructional Assistant – Special Education IIA
Middle School – Extra Assignment –
Middle School Dance
Not to exceed 2.5 hours
Funding Source: General Fund – Special Ed
Effective October 24, 2014
Range 16 – \$18.18 per hour
Total Cost: \$45.45

BOARD REPORT

9.5 Classified Personnel Services Report No. 7 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

B. Instructional Assistants – continued

5. Rivera, Jorge
Instructional Assistant – Special Education IIA
El Rincon – Extra Assignment –
Science Camp Field Trip
Not to exceed 31.5 hours
Funding Source: General Fund – Special Ed
Effective November 12, 2014 through
November 13, 2014
Range 16 – \$18.18 per hour
Total Cost: \$572.67

6. Robinson, Shandimar
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment –
Pblast Program
Not to exceed 2.5 hours per day
Funding Source: General Fund – Special Ed
Effective October 27, 2014 through
December 19, 2014
Range 16 – \$17.28 per hour
Total Cost: \$1,555.20

7. Kohler, Allison
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment –
Classroom Setup
Not to exceed 2.5 hours
Funding Source: General Fund – Special Ed
Effective November 4, 2014
Range 16 – \$16.36 per hour
Total Cost: \$40.90

8. LaFrance, Laverne
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment –
Classroom Setup
Not to exceed 2.5 hours
Funding Source: General Fund – Special Ed
Effective November 4, 2014
Range 16 – \$19.02 per hour
Total Cost: \$47.55

BOARD REPORT

9.5 Classified Personnel Services Report No. 7 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

C. Coaches

1. Wagner, Nick
Temporary Flag Football Coach
Middle School – Panther Partners Program
Funding Source: Panther Partners
Effective September 4, 2014 through
November 14, 2014
Stipend of \$929.00
2. Anaya, Francisco
Temporary Assistant Girls' Soccer Coach
High School
Funding Source: CCHS Booster Club
Effective November 17, 2014 through
February 12, 2015
Stipend of \$500.00
3. Jenkins, Sean
Temporary Assistant Cheer Coach
High School
Funding Source: General Fund – Athletics
Effective October 28, 2014 through
May 15, 2015
Stipend of \$2,955.00

D. Noon Duty Supervisors

1. Burke, Anne
Temporary Noon Duty Supervisor
El Marino – Hourly, as needed
Funding Source: General Fund
Effective November 7, 2014 through
June 12, 2015
Total Cost: \$9.98 per hour, as needed
2. Frand, Donna
Temporary Noon Duty Supervisor
El Marino – Hourly, as needed
Funding Source: General Fund
Effective November 10, 2014 through
June 12, 2015
Total Cost: \$9.98 per hour, as needed
3. Olivera, Isabel
Temporary Noon Duty Supervisor
El Rincon – Hourly, as needed
Funding Source: General Fund
Effective November 7, 2014 through
June 12, 2015
Total Cost: \$9.98 per hour, as needed

BOARD REPORT

9.5 Classified Personnel Services Report No. 7 – Page 4

I. Authorization, Approval & Ratification of Employment – continued

D. Noon Duty Supervisors – continued

4. Wilson, Kimberly
Temporary Noon Duty Supervisor
Farragut – Hourly, as needed
Funding Source: General Fund
Effective November 7, 2014 through
June 12, 2015
Total Cost: \$9.98 per hour, as needed

E. Stipend Assignments

1. Arlette, Joey
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 45 hours
Funding Source: Panther Partners
Effective September 15, 2014 through
January 23, 2015
Stipend of \$37.69 per hour
Total Cost: \$1,696.05
2. Hebert, Elizabeth
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 24 hours
Funding Source: Panther Partners
Effective September 15, 2014 through
January 23, 2015
Stipend of \$37.69 per hour
Total Cost: \$904.56
3. Holiver, Kim
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 64 hours
Funding Source: Panther Partners
Effective September 15, 2014 through
January 23, 2015
Stipend of \$37.69 per hour
Total Cost: \$2,412.16

BOARD REPORT

9.5 Classified Personnel Services Report No. 7 – Page 5

I. Authorization, Approval & Ratification of Employment – continued

E. Stipend Assignments – continued

4. King, Amy
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 48 hours
Funding Source: Panther Partners
Effective September 15, 2014 through
January 23, 2015
Stipend of \$37.69 per hour
Total Cost: \$1,809.12

5. Levin, Gabriel
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 32 hours
Funding Source: Panther Partners
Effective September 15, 2014 through
January 23, 2015
Stipend of \$37.69 per hour
Total Cost: \$1,206.08

F. Student Helpers

1. Flores, Valeria
Student Helper – Workability
Location outside of district
Funding Source: General Fund – Special Ed
Effective November 12, 2014
Hourly, as needed – \$9.00 per hour

II. Authorization, Approval & Ratification of Change of Assignment

1. Campos, Josie
Promotion via Classified Interview:
From: Senior Office Assistant/Bilingual
8 hours per day, 10 1/2 months per year
To: Secretary II/Bilingual
8 hours per day, 11 months per year
Middle School
Funding Source: General Fund
Effective November 7, 2014
Range 22 – \$4,140.33 per month
Total Cost: \$45,543.63

BOARD REPORT

9.5 Classified Personnel Services Report No. 7 – Page 6

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

2. Flores, Jennie
Promotion via Classified Interview:
From: Substitute Food Service Assistant
To: Food Service Assistant
Food Services – Culver Park
3.5 hours per day, school year
Funding Source: General Fund
Effective November 3, 2014
Range 6 – \$12.91 per hour
Total Cost: \$8,946.63
3. Perello, Christy
Working Out of Classification:
From: Security Guard
To: Security Communications Technician
Security – 8 hours per day
Funding Source: General Fund
Effective October 28, 2014
Range 21 – \$3,387.83 per month
Total Increase per Month: \$92.62
4. Jauregui, Sylvia
Promotion via Classified Interview:
From: Purchasing Clerk/Buyer
District Office – Business Services
To: Executive Assistant
District Office – Educational Services
8 hours per day, 12 months per year
Funding Source: General Fund
Effective December 8, 2014
Confidential Salary: \$4,463.61 per month
Total Cost: \$53,563.32

III. Authorization, Approval & Ratification of Resignations

1. Charles, Christian
Instructional Assistant – Special Education IIA
Linwood Howe – 6 hours per day, school year
Personal
Funding Source: General Fund – Special Ed
Effective November 25, 2014
Range 16 – \$16.36 per hour

BOARD REPORT

9.5 Classified Personnel Services Report No. 7 – Page 7

IV. Authorization, Approval & Ratification of Probationary Release

1. McNally-Brooks, Tyler Security Communications Technician
Security
8 hours per day, 10 months per year
Funding Source: General Fund
Effective October 27, 2014
Range 21 – \$3071.23 per month

2. Contreras-Salazar, Jose School Custodian
MOT – El Marino
8 hours per day, 12 months per year
Funding Source: General Fund
Effective October 30, 2014
Range 16 – \$2919.35 per month

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 7

Moved by:

Seconded by:

Vote:

BOARD REPORT

11/18/14

9.6

9.6 Approval is Recommended for AVPA Students to Attend the CETA High School Theatre Festival in Fullerton, CA, January 16-18, 2015

Board Policy 6153, Field Trips, specifies that field trips or other student trip activities sponsored by the school district be approved by the Board of Education when they involve an overnight or a more extended stay by students.

Culver City High School requests permission for AVPA students to participate in the California Educational Theatre Association (CETA) competition in Fullerton, California, January 16th through January 18th, 2015.

Students will be chaperoned by Ms. Jill Novick, CCHS teacher and AVPA Creative Director/Theatre, and parent volunteers. Approximately 30 students will attend. Students will leave on January 16th after school. Expenses will be paid by AVPA and fundraisers.

RECOMMENDED MOTION: That the Board approve the AVPA Students to Attend the CETA High School Theatre Festival in Fullerton, CA, January 16-18, 2015.

Moved by:

Seconded by:

Vote:

9.7 Enrollment Report

The attached reports display enrollment information for month two of the 2014-2015 school year. The reports are presented in two formats: a monthly detail and a summary comparison.

The first report shows total K-12 site enrollment by grade level on the last day of a specific four-week period. These reporting periods are categorized as 1st School Month through 12th School Month and rarely coincide with calendar months. This report also lists enrollment totals in the Adult School and State Preschool Program.

The second report is a comparative document that shows the current year's monthly enrollment and the previous year's enrollment for each K-12 site location.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Enrollment Report for month two of the 2014-2015 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Enrollment for the 2nd School Month (9/22/14 - 10/17/14)
2014 - 2015

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Independent Study	Total
K	135	85	85	89	87	0	481
Transitional K	22	20	0	21	21	0	84
1	141	87	92	96	72	0	488
2	130	83	96	88	62	0	459
3	127	72	95	85	88	0	467
4	134	94	109	86	64	0	487
5	122	91	111	120	99	0	543
Spec Class	0	23	0	0	32	0	55
Elementary Total	811	555	588	585	525	0	3064

SECONDARY	Middle School	High School	Culver Park	Independent Study	Total
6	529				529
7	468				468
8	489				489
9		538	0	1	539
10		515	0	0	515
11		493	8	3	504
12		492	25	3	520
Spec Class	30	33	0	0	63
Secondary Total	1516	2071	33	7	3627

IACADEMY

	Total
1	1
2	0
3	0
4	0
5	0
6	1
7	0
8	0
9	2
10	2
11	3
12	5
	14

Total K-12 Enrollment	6705
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PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
55	24	32	0	90	122	323

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	Adults with Disabilities	High School Subjects	Total
96	443	0	17	210	766

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 210 students enrolled in high school subjects, 39 concurrently attend high school.

Culver City Unified School District
Enrollment Comparison
13-14 vs 14-15

ELEMENTARY	1st School Month		2nd School Month		3rd School Month		4th School Month		5th School Month		6th School Month	
	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15
	El Marino	810	812	808	811	809		807		803		818
El Rincon	564	553	566	555	567		568		567		571	
Farragut	562	584	572	588	571		571		564		564	
La Ballona	566	587	566	585	569		566		558		562	
Linwood Howe	523	526	530	525	537		538		534		541	
Ind. Study	0	0	0	0	0		0		0		0	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	3025	3062	3042	3064	3053	0	3050	0	3026	0	3056	0

SECONDARY	1st School Month		2nd School Month		3rd School Month		4th School Month		5th School Month		6th School Month	
	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15
	Middle School	1459	1520	1460	1516	1460		1459		1456		1459
High School	2024	2079	2049	2071	2043		2039		2033		2019	
Culver Park	52	29	57	33	27		67		68		64	
Ind. Study	18	8	20	7	24		24		30		23	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3553	3636	3586	3627	3554	0	3589	0	3587	0	3565	0

iACADEMY	1st School Month		2nd School Month		3rd School Month		4th School Month		5th School Month		6th School Month	
	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15	13-14	14-15
		N/A	12	N/A	14	N/A		N/A		N/A		N/A
K-12 Total	6578	6710	6628	6705	6607	0	6639	0	6613	0	6621	0

9.8 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 for the first quarter of the 2014-2015 Fiscal Year (July 1, 2014 through September 30, 2014).

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Compensation Report for the first quarter of the 2014-2015 Fiscal Year.

Moved by:

Seconded by:

2014-15
Quarterly Compensation and Expenditure Report
of the
Members of the Board of Education

July 1, 2014 to September 30, 2014

Board Member	Stipend	Statutory Benefits	Health & Welfare	Other Expenditures	Quarterly Total	Coverage
Chardiet, Laura J	\$ 752.76	\$ 90.92	\$ -	\$ -	\$ 843.68	
Goldberg, Nancy	\$ 752.76	\$ 90.92	\$ -	\$ -	\$ 843.68	
Levin, Steven	\$ 752.76	\$ 79.64			\$ 832.40	
Paspalis, Katherine	\$ 752.76	\$ 74.74	\$ 1,284.70	\$ -	\$ 2,112.20	Medical, Dental, Vision & Life
Robins, Susanne	\$ 752.76	\$ 74.74	\$ 1,284.70		\$ 2,112.20	Medical, Dental, Vision & Life
TOTAL	\$ 3,763.80	\$ 410.96	\$ 2,569.40	\$ -	\$ 6,744.16	

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 Benefits

Medical Insurance	\$10,000.50
Dental Insurance	\$2,444.00
Vision Insurance	\$306.50
Life Insurance	\$96.00

BOARD REPORT

11/18/14

10.1

10.1 American Citizenship Awards

The American Citizenship Award Program is designed to recognize the students who consistently exhibit the kinds of behavior we want to see displayed in our schools and in our communities. Examples of this behavior include:

- Participating in school and/or community service.
- Showing a positive attitude toward classmates, school, and community.
- Displaying an understanding and appreciation of civic responsibility.
- Possessing strength of character and the courage to do what is right.
- Promoting citizenship with school or community through other activities.

This month eight students, one from each school, will be recognized for their good citizenship.

BOARD REPORT

10.2 CCUSD – Power of Us Recognition

Success for All Takes US ALL! This monthly agenda item will focus on celebrating staff, students, community members and partners whose efforts model our deep belief in all students and represent our commitment to working together to ensure all children learn at high levels.

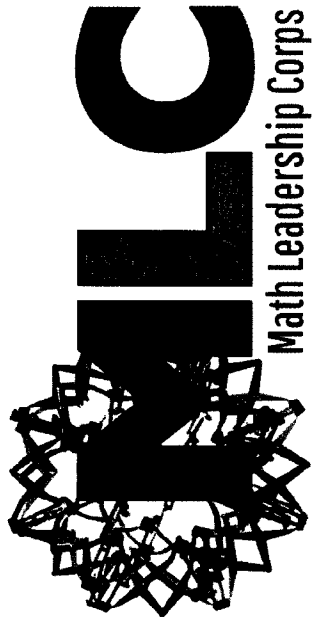
BOARD REPORT

11/18/14

10.3

10.3 Mathematics Presentation by Dr. Kati Krumpe

Dr. Kati Krumpe, Assistant Superintendent for Educational Services, will present the results from the Year 1 Mathematics Leadership Corps Program.



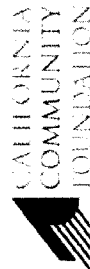
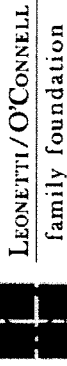
Mathematics Leadership Corps

Year One: 2013-2014

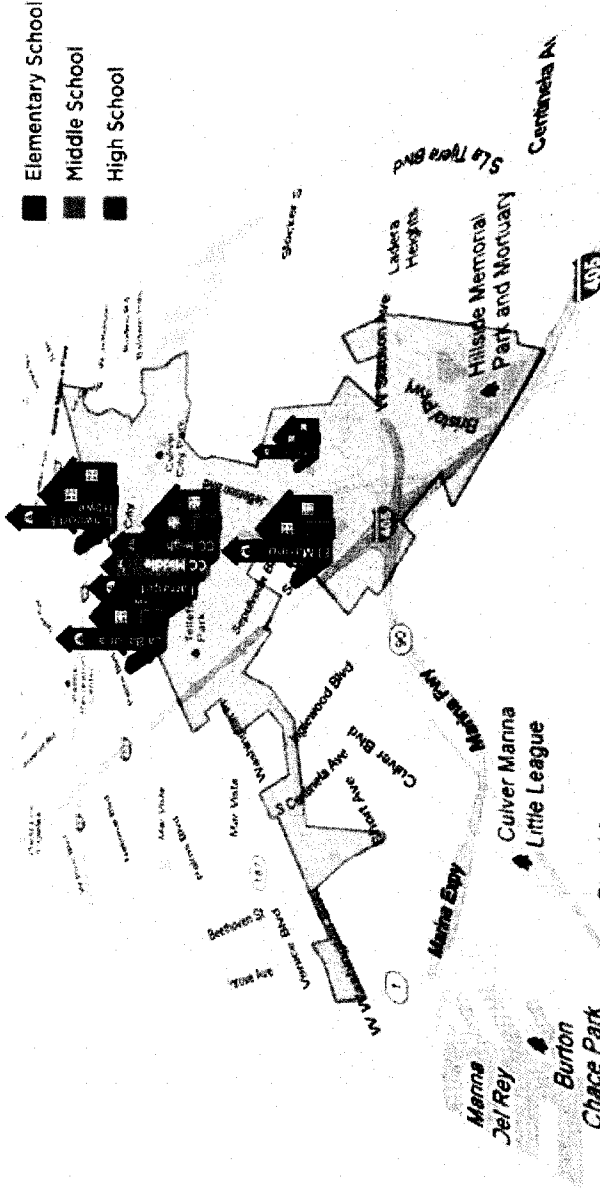
Four Distinguishing Characteristics

1. Cross-sector partnership and collaboration
2. Kindergarten – 12th grade MATH initiative
3. Continuous improvement culture
4. Rigorous impact study

MATHEMATICS LEADERSHIP CORPS: WHO'S IN CHARGE?



CULVER CITY UNIFIED SCHOOL DISTRICT



Cross-sector collaboration: public, not-for-profit, and investor-owned partnership

MATHEMATICS LEADERSHIP CORPS: GOALS

Goal 1: Develop and improve teachers' environment and practice

- Culture of mentoring, coaching and professional development
- Instruction and delivery of mathematics content

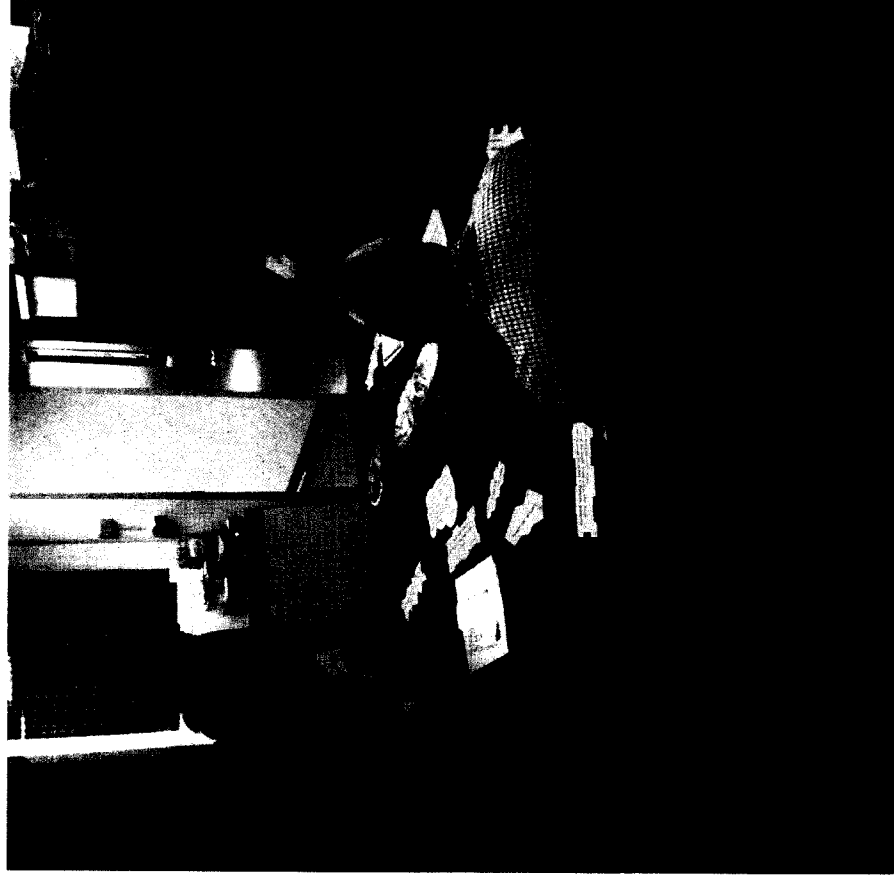
Goal 2: Improve student engagement and performance

- Engagement in and interest in learning mathematics
- Content knowledge as measured by math standardized test scores
- K-5 – Position students to enroll in higher level math/science courses in 7-12
- 6-12 – Increase enrollment in more challenging courses

Goal 3: Organizational system of the school district and schools

- Support ongoing, collaborative, teacher driven and teacher-led learning and improvement
- Sustain statistically significant increases in student learning

MATHEMATICS LEADERSHIP CORPS: ACTIVITIES



K-5: The ART of TEACHING

In addition to the weekly coaching cycle, mentors and fellows have had:

- Consultations and on-site support with content experts
- 13 days of training/support in mathematics instruction
- Additional release time to observe exemplary elementary practice
- Stipend for materials and conferences
- Monthly inquiry seminars

Principals and district administrators have had:

- 7 trainings, including coaching and CGI training
- Observations of artful mathematics teaching at Weaver Elementary, Los Alamitos, CA

6-12: Mathematics Learning & Leadership by Design

Secondary participants have had weekly coaching as well as:

- Monthly professional development seminars
- Monthly co-planning seminars
- Opportunities to observe exemplary MLD practice in on-site faculty classroom
- Coaching training for identified teacher leaders

Principals and district administrators :

- Attend monthly PD
- Co-observe with on-site LMU faculty



MATHEMATICS LEADERSHIP CORPS: OUTCOMES PARTICIPANTS, ACTIVITIES & PRODUCTS

Participants

Timeline	K-5	6-8	9-12
2013-14	2 Teacher Leaders 9 Teachers	6 Teacher Leaders	3 Teacher Leaders
2014-15	~225 Students 4 Teacher Leaders	~900 Students 2 Teacher Leader Coaches 3 Demonstration Teacher Leaders	~450 Students 4 Teacher Leader Coaches
2015-16	16 Teachers ~400 Students Participating teachers at all schools in district	5 Teachers ~1500 Students All teachers in participating schools	11 Teachers ~1700 Students All teachers in participating schools

Products

Report describing how to launch, support, and sustain organizational change for K-12 Math Education

MLC Conference, Spring of 2015-16 at LMU
1) K-12 Teacher Leaders present their body of work

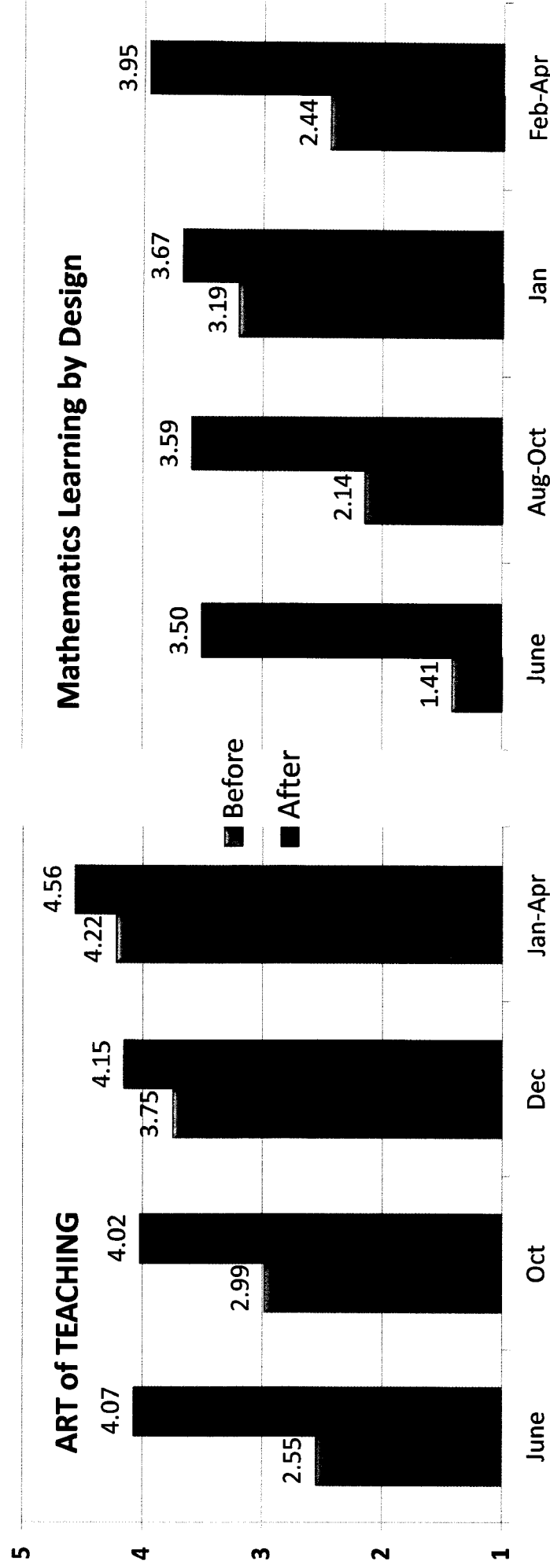
2) Poster presentations by students on how the 8 Common Core Mathematical Practices support problem solving

Research Paper that adds to the field of K-12 Math Education

MATHEMATICS LEADERSHIP CORPS: PROGRAM DATA TO INFORM ACTION PLAN I

Impact of Professional Learning on Teacher Knowledge and Skills

Rating Scale: 1=minimal 3=moderate 5=extensive



Continuous improvement culture: All activities were carefully evaluated and changes were made to meet participants' needs.

ART of TEACHING Teachers

I wanted to be inspired and learn something new. And I did!!

I find it extremely helpful to meet with teachers experienced in CGI and discuss successes and failures.

I loved seeing the way different teachers understand and implement CGI...glad we were able to debrief and get more insight on the purpose of number choices and how they use reading comprehension.

MLD Teacher Leaders

By the end of the coaching seminars I felt more confident in my abilities.

In the beginning I didn't really have a clue what it means to be a coach and as we get into the depth of the seminars it is easy to understand and makes sense.

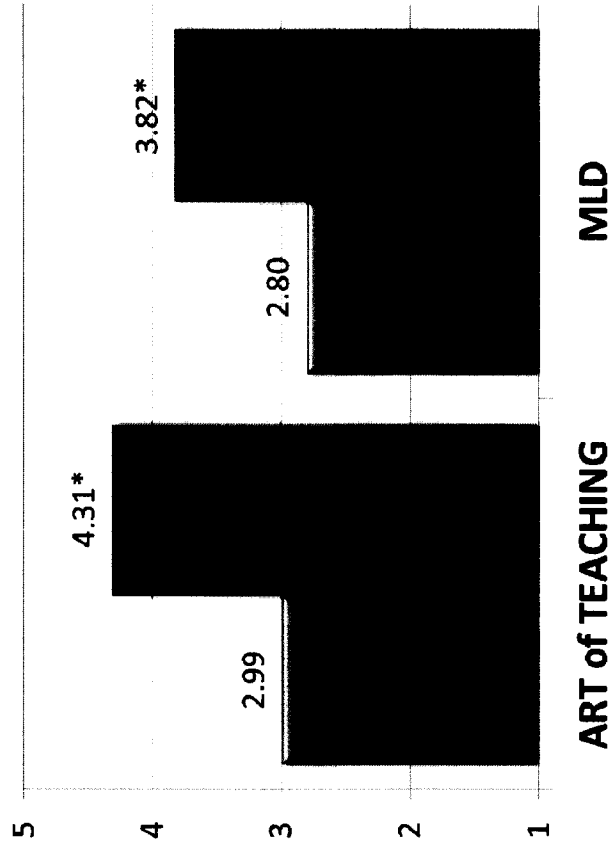
I truly appreciate the opportunity that CCUSD has provided us teachers by allowing us to participate in this program.

Overall I feel that we have been learning quite a lot of useful techniques.

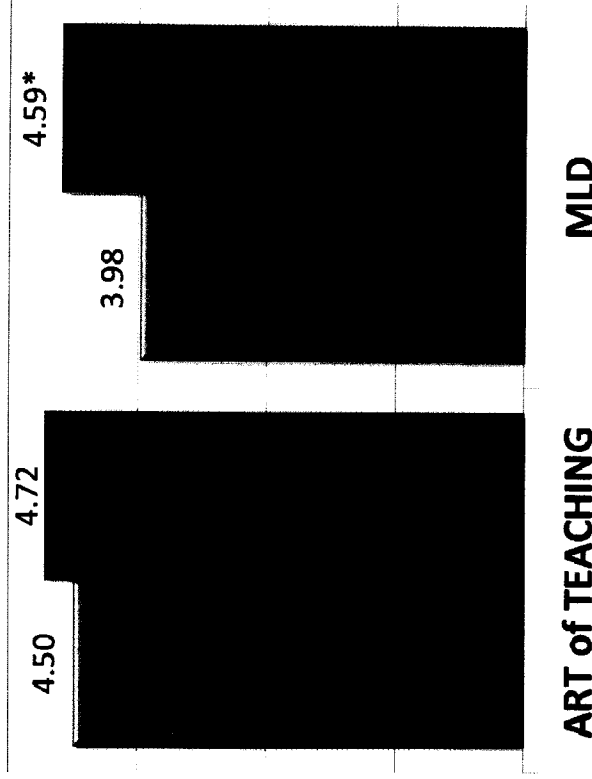
MATHEMATICS LEADERSHIP CORPS:

TEACHING TEACHER OUTCOME DATA

Culture of Mentoring

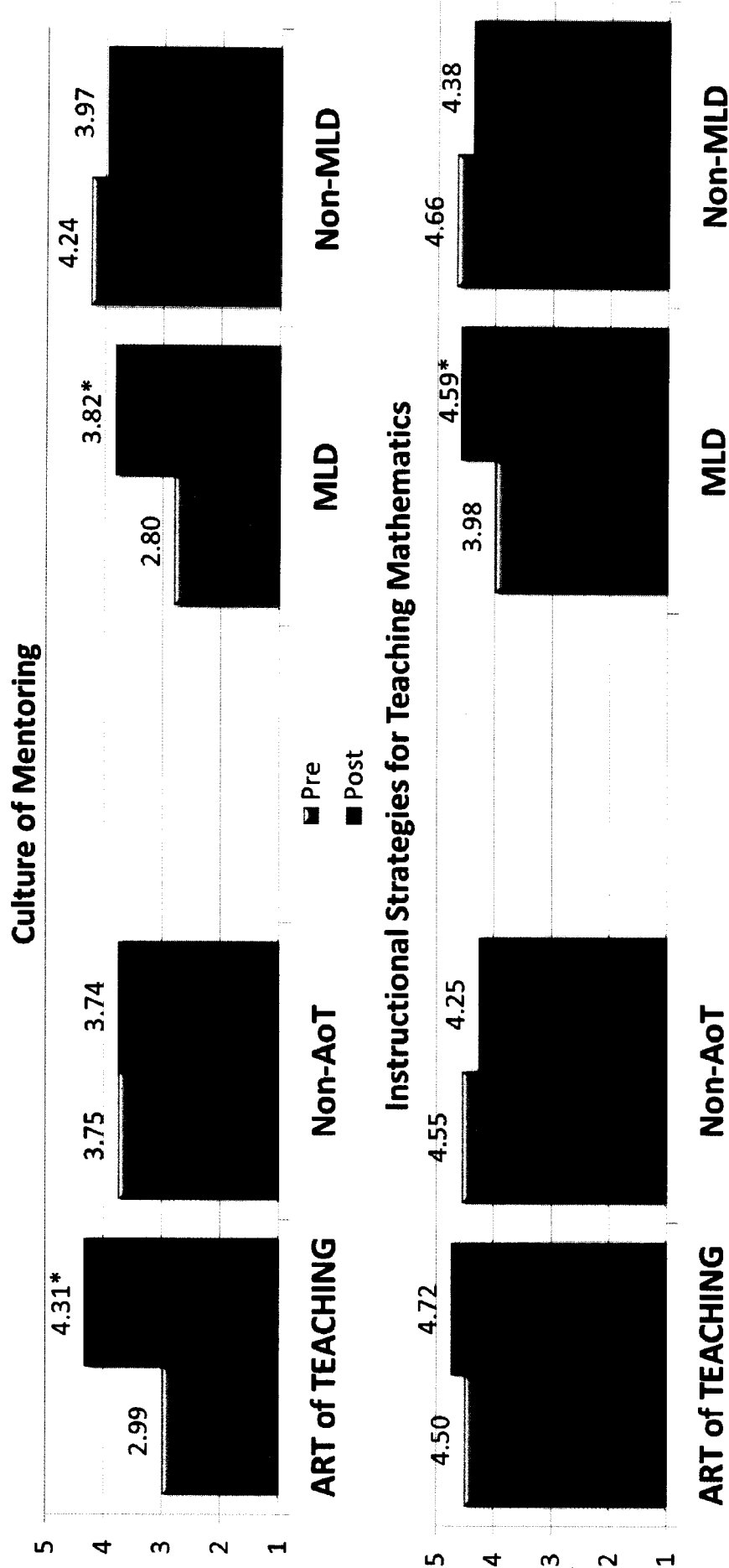


Instructional Strategies for Teaching Mathematics



Rigorous impact study: Pre- to post-survey comparison of participating teacher's feelings about the culture of mentoring at their school, and their perceived delivery of mathematics content

MATHEMATICS LEADERSHIP CORPS: COMPARISON TEACHER OUTCOME DATA (CONT'D)



Rigorous impact study: Comparison of MLC and non-MLC teachers

MATHEMATICS LEADERSHIP CORPS:

OUR OUTCOMES:

6.5



"My son ... has not always been challenged by the traditional curriculum ... Then 3rd grade began, and ... I am impressed by the functions he is able to explore ... Oliver now sees math problems as challenge games. He really enjoys untangling the mystery! [MLC] has presented my child with the stimulation our previous program was missing!"

6.8



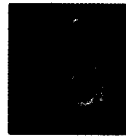
6th Grade Investigation Task

Presented by: Dorina Bergano

CCSS Math Content 8.RP.A.3.C
If the price of a toy is increased by 30%,
the quantity demanded will decrease by 30%.
If the price of a toy is decreased by 30%,
the quantity demanded will increase by 30%.
If the price of a toy is increased by 30% and
then decreased by 30%, will the quantity
demanded be the same as the original
quantity? If not, what is the percent
change?

Task Prompt:

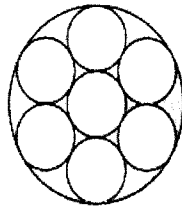
The packaging claims that the toy will grow up to 600% the original size. Is the packaging accurate?



6.9



The figure below is composed of eight circles, four small circles and one large circle containing them all. The large circle has a circumference of 200 units, and the four small circles have the same circumference. Each small circle has a radius of 5 units.

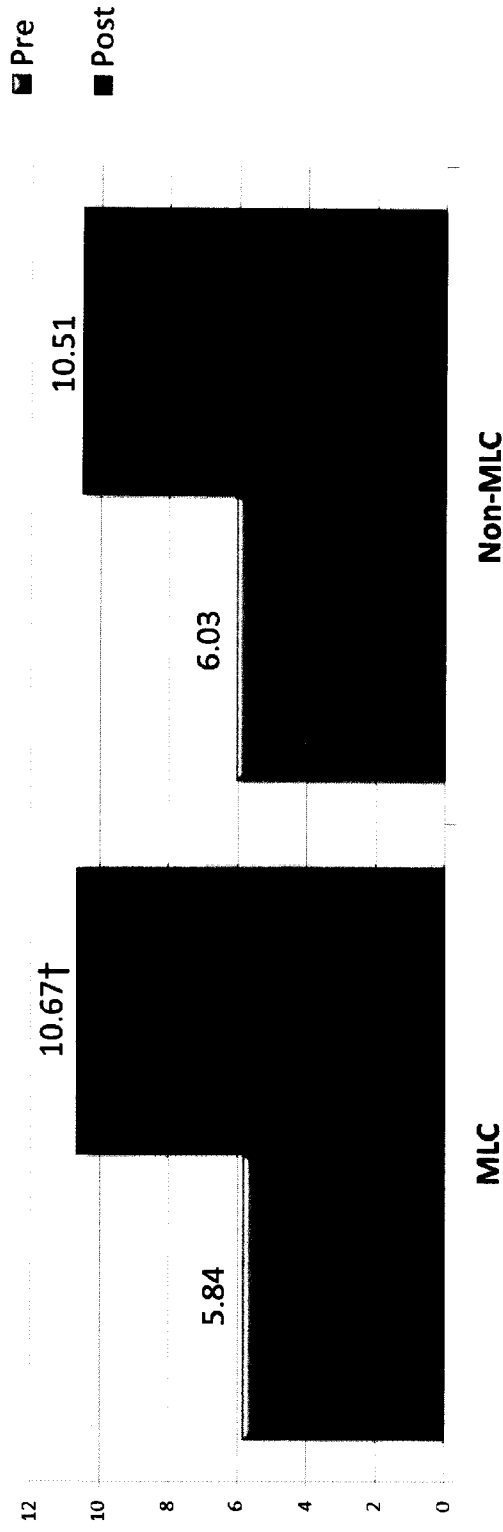


"Just want to let you know I am sooooo impressed with George's grade in your class. He is actually learning something! This is such a huge breakthrough ~ Thank you so much for your wonderful teaching ~ It's greatly appreciated."

MATHEMATICS LEADERSHIP CORPS:

COMPARISON STUDENT OUTCOME DATA (CONT.)

Kindergarten – 1st grade students' math content pre- and post-test scores



Rigorous impact study: Comparison of pre-test and post-test scores for MLC students in K-1st grade and comparison students at the same and other schools

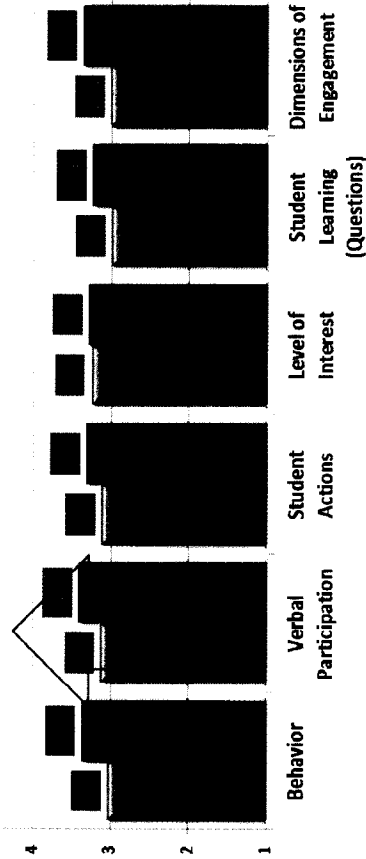
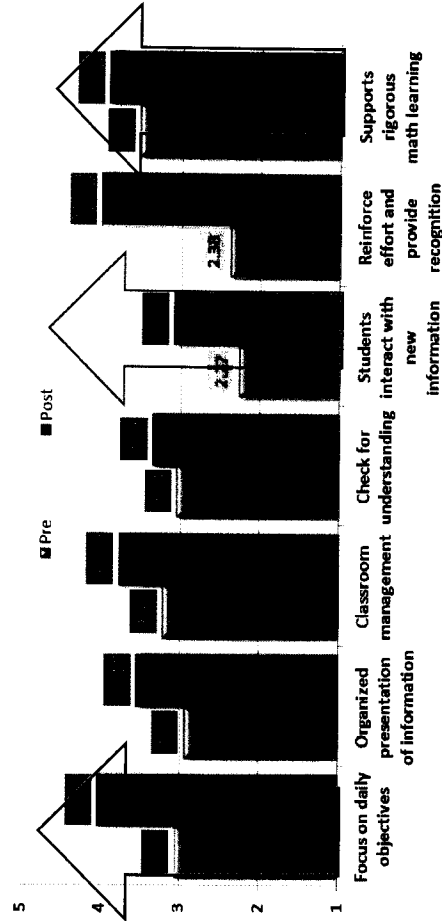
MATHEMATICS LEADERSHIP CORPS: LINKING OUTCOMES ACROSS THE CURRICULUM

Teachers:

- ✓ Significant growth in 6 of 7 areas
- ✓ Only exception is “check for understanding,” which still had gains
- ✓ Program goal areas increase together:

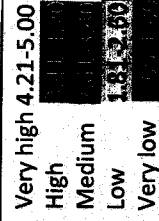
- Focus on objectives
- New information
- Rigorous learning
- Verbal participation

Did this with excellence 4.21-5.00
 Did this very well
 Did this fairly well
 Did this poorly
 Did not do this



Students:

- ✓ Significant gains in 4 of 6 areas
- ✓ Exceptions include: “student actions” and “level of interest”



MATHEMATICS LEADERSHIP CORPS: GOALS & ORGANIZATION

K-5

30 additional teachers at Linwood Howe and La Ballona have chosen to participate in teacher-led mathematics activities

- 3 days of mathematics instruction training
- 2 visitations to Weaver Elementary
- Site-based lab-days (lesson study)
- Cross-school observations
- Monthly coaching from Cotsen alum

CCUSD funding > 60%

6-12

90% of all math faculty are participating in MLC in 2014-15, and 100% will be participating by 2015-16.

CCUSD is paying for 100% of the release time for CCMS and CCHS coaches to implement partnership coaching

BOARD REPORT

11/18/14
12.1

12.1 First Reading of Revised Board Policy and Administrative Regulation 5111, Students - Admission

It is recommended practice that the Board of Education regularly review Board Policies and Administrative Regulations that are significant to the operation of the District.

Revised Board Policy and Administrative Regulation 5111, Students - Admission, is being presented for a first reading.

ADMISSION

The Governing Board believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of students entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements **verify the student's age, residency, and any other admission criteria** specified in law and in Board policies and **administrative** regulations.

(cf. 0410 – Nondiscrimination in District Programs and Activities)

(cf. 5111.1-District Residency)

(cf. 5111.11-Residency of Students with Caregiver)

(cf. 5111.12-Residency Based on Parent/Guardian Employment)

(cf. 5111.13-Residency for Homeless Children)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125 – Student Records)

(cf. 5141.22- Infectious Diseases)

(cf. 5141.3- Health Examinations)

(cf. 5141.31 -Immunizations)

(cf. 5141.32 – Health Screening for School Entry)**(cf. 6173 – Education for Homeless Children)****(cf. 6173.1 – Education for Foster Youth)****(cf. 6173.2 – Education of Children of Military Families)**

All resident students who are enrolling either in the school in their attendance area or in another district school shall be subject to the timelines establish by the Board in BP/AR 5116.1 – Intradistrict Open Enrollment. Nonresident students may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

(cf. 5116.1 – Intradistrict Open Enrollment)**(cf. 5117 – Interdistrict Attendance)****(cf. 5118 – Open Enrollment Act Transfers)**

The Superintendent or designee may admit to the ninth grade only those students who have graduated from eighth grade or who are recommended in writing by their eighth-grade principal as capable of profiting from high school instruction.

(cf. 5123 – Promotion/Acceleration/Retention)

ADMISSION (continued)

Legal Reference:

EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of six and 18 years (compulsory full-time education)

48211 Habits and disease

48221 Physical or mental condition

48350-48361 –Open Enrollment Act

48850-48859 Educational placement of foster youth

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49700-49704 Education of children of military families

HEALTH & SAFETY CODE

~~3380-3390 Immunization against communicable diseases~~

~~3400-3409 Tuberculosis tests for pupils~~

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade 201 Admission to high school

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 42

11431-11435 McKinney Homeless Assistance Act

TITLE VII, SUBTITLE B, THE MCKINNEY ACT OF 1987

Management Resources:

CDE MANAGEMENT ADVISORIES

~~0900.90 Changes in law concerning eligibility for admission to kindergarten~~

CSBA PUBLICATIONS

Transitional Kindergarten, Issue Brief, July 2011

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION

PUBLICATIONS

Dear Colleague Letter, May 6, 2011

WEB SITES

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

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

Students

BP 5111(c)

ADMISSION (continued)

Office for Civil Rights, U.S. Department of Education:
<http://www2.ed.gov/about/offices/list/ocr>

Policy.
adopted:
January 20, 1998

Policy Reviewed:
November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

ADMISSION

Age of Admission

~~Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are a birth certificate with parent names, baptismal certificate, passport, immigration certificate, Bible record, or affidavit from the parent/guardian.~~

A child who will reach the age of five on or before ~~December 2nd~~ **September 1** of the school year shall be eligible for enrollment in kindergarten at the beginning of that school year or at any later time in the same year. (Education Code 48000)

A child who will reach the age of five on ~~or before~~ **September 2nd through** December 2 of the school year shall be eligible for enrollment in the district ~~prekindergarten summer program~~ **transitional kindergarten program in accordance with law and Board policy.**
(Education Code 48000)

(cf. 5123 – Promotion/Acceleration/Retention)

(cf. 6170.1 – Transitional Kindergarten)

A child who will have reached the age of six years on or before ~~December 2~~ **September 1** of the current school year shall be eligible for enrollment in the first grade.
(Education Code 48010)

Documentation of Age

Prior to the admission of a child to transitional kindergarten, kindergarten, or first grade, the parent/guardian shall present proof of the child's age. Evidence of the child's age may include a certified copy of a birth certificate, or a passport. When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)

A student enrolling in a district school at any other grade level shall present records from his/her previous school district documenting his/her age and current grade level.

Regulation

reviewed: January 20, 1998

CULVER CITY UNIFIED SCHOOL DISTRICT

Regulation reviewed: November 18, 2014

Culver City, California

BOARD REPORT

11/18/14

12.2

12.2 First Reading of Revised Board Policy and Administrative Regulation 5123, Students – Promotion/Acceleration/Retention

It is recommended practice that the Board of Education regularly review Board Policies and Administrative Regulations that are significant to the operation of the District.

Revised Board Policy and Administrative Regulation 5123, Students – Promotion/Acceleration/Retention, is being presented for a first reading.

PROMOTION/ACCELERATION/RETENTION

~~In light of the district's goals, objectives, standards and expected proficiency, the professional staff of the district will place students at the grade level best suited to them academically, socially and emotionally when entering the school district.~~

The Governing Board expects students to progress through each grade level within one school year. ~~To accomplish this~~ **Toward this end**, instruction **shall be designed to** ~~should~~ accommodate the variety of ways that children **students** learn and ~~include~~ **provide** strategies for addressing academic deficiencies ~~when~~ **as** needed.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

(cf. 6170.1 - Transitional Kindergarten)

Promotion

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

Progress toward high school graduation shall be based on the students' ability to pass the courses necessary to earn the required number of credits and other state mandated examinations and guidelines.

(cf. 6146.1 - High School Graduation Requirements)

Acceleration

When high academic achievement is evident, the ~~Superintendent or designee~~ **site administrator with teacher consultation** may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken in consideration in making a determination to accelerate a student.

Retention

~~As early as possible in the school year, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulation and the following criteria:~~

PROMOTION/ACCELERATION/RETENTION (continued)

- (1) State/district standardized achievement test scores in Reading, English Language Arts, and Mathematics;
- (2) Progress towards achieving the standards for the academic areas;
- (3) Other multiple assessments;
- (4) Academic achievement grades.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

- 1. Between grades 2 and 3**
- 2. Between grades 3 and 4**
- 3. Between grades 4 and 5**
- 4. Between the end of the intermediate grades and the beginning of the middle school grades**
- 5. Between the end of the middle school grades and the beginning of the high school grades**

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by the results of state assessments administered pursuant to Education Code 60640-60649. Attendance, district assessments, and grades, shall also be considered to determine the retention of a student.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5149 - At-Risk Students)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

PROMOTION/ACCELERATION/RETENTION (continued)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

~~When a student in grades 2 through 9 is retained or recommended for retention, the Superintendent or designee shall offer programs of direct, systematic and intensive supplemental instruction in accordance with Education Code 37252.5.~~

When a student is recommended for retention or is identified as being at risk for retention the Superintendent or designee shall ~~provide opportunities for~~ **offer an appropriate program of** remedial instruction to assist the student in ~~overcoming his/her academic deficiencies~~ **meeting grade level expectations**. Such opportunities may include but are not limited to tutorial programs, after-school programs, summer school programs, and Saturday School. ~~Students who are retained shall be offered programs of direct, systematic and intensive supplemental instruction.~~

(Education Code 48070.5)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

The parent(s)/guardian(s) shall be notified when a student is at risk of being retained, and when the student is to be retained. Parental accord is suggested but not required in grades 1 through 12. At the kindergarten level, parental accord is required (EC 48001) for a student to be retained in kindergarten for an additional year. (EC 46300)

~~The Superintendent will designate the process by which the decision to retain or promote a student may be appealed. If an appeal is made, the burden shall be on the appealing party to show the decision of the teacher(s) should be overruled.~~

The teacher's decision to accelerate, promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

Legal Reference:

EDUCATION CODE

37252-37254.1 Supplemental instruction

41505-41508 Pupil Retention Block Grant

46300 Method of computing average daily attendance

48010 Admittance to first grade

PROMOTION/ACCELERATION/RETENTION (continued)

48011 Promotion/retention following one year of kindergarten
48070-48070.5 Promotion and retention
~~48431.6 Required systematic review of students and grading~~
56345 Elements of individualized education plan
~~60641-60648 Standardized Testing and Reporting Program/Minimum performance levels~~
60640-60649 California Assessment of Student Performance and Progress
~~60850-60859~~ Exit examination
CODE OF REGULATIONS, TITLE 5
200-202 Admission and exclusion of students
LEGISLATIVE COUNSEL'S OPINION
Promotion and Retention #21610
CSBA POLICY ADVISORIES
0901.99 Social Promotion/Retention Policy Briefing: Considerations for English
Language Learners
1112.98 Student Promotion/Retention Advisory

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION ADVISORIES **PUBLICATIONS**
0900.90 Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10
FAQs Promotion, Retention, and Grading (students with disabilities)
FAQs Pupil Promotion and Retention
Kindergarten Continuance Form
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

Policy

Adopted: January 20, 1998
Revised: April 20, 1999
Revised: July 15, 2003
Reviewed: November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

PROMOTION/ACCELERATION/RETENTION

Promotion from Transitional Kindergarten and Kindergarten

Any student who meets the age eligibility requirement and has completed one year of transitional kindergarten shall be admitted to kindergarten unless the parent(s)/guardian(s) and the Superintendent or designee agree that the student shall continue in transitional kindergarten.

~~A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian, upon determination that the child is ready for first grade work. (Education Code 48011)~~

Any student who meets the age eligibility requirement and has completed one year of kindergarten shall be admitted to first grade unless the parent(s)/guardian(s) and the Superintendent or designee agree that the student shall continue in kindergarten.

(Education Code 48010, 48011)
(cf. 5111 - Admission)

Acceleration from Transitional Kindergarten/Kindergarten to First Grade

~~Admission shall be subject to the following minimum criteria: (5 CCR 200)~~

A student who does not meet the age eligibility requirement may be admitted to kindergarten at the discretion of the Superintendent or designee and with the consent of the parent(s)/guardians(s) upon determination that the student is ready for kindergarten work, subject to the following minimum criteria; and

a student who does not meet the age eligibility requirement may be admitted to first grade at the discretion of the Superintendent or designee and with the consent of the parent(s)/guardian(s) upon determination that the student is ready for first-grade work, subject to the following minimum criteria: (Education Code 48011; 5 CCR 200)

1. The student is at least five years of age.
2. The student has attended a public school **transitional kindergarten or** kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student is in the upper five percent of his/her age group in terms of general mental ability.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent(s)/guardian(s) of the student ~~has filed a written statement with the school district~~ **have approved** the placement **into kindergarten**/first grade.

PROMOTION/ACCELERATION/RETENTION (continued)

Continuation in Kindergarten

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent(s)/guardian(s) and the district agree that they shall continue in kindergarten for not more than one additional school year. (Education Code 48011)

Whenever **the Superintendent or designee and the parent(s)/guardian(s) agree that** a student continues in kindergarten for an additional year, the Superintendent or designee shall secure an agreement signed by the parent(s)/guardian(s) stating that the student shall continue in kindergarten for not more than one additional school year (Education Code 46300).

Retention at Other Grade Levels

If a student is identified as performing below the minimum standard for promotion **to the next grade level, based on the indicators specified in Board policy,** the student shall be retained in his/her current grade level unless the student's regular classroom teacher determines, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

The Superintendent or designee shall identify students who should be retained or who are at risk of being retained at the following grade levels: (Education Code 48070.5)

1. Between grades 1 and 2
2. Between grades 2 and 3
3. Between grades 3 and 4
4. Between grades 4 and 5
5. Between grades 5 and 6
6. Between grades 6 and 7
7. Between grades 7 and 8
8. Between grades 8 and 9

PROMOTION/ACCELERATION/RETENTION (continued)

Students between grades 1 and 2, grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students between grades 4 and 5, between grades 5 and 6, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)

~~Students shall be identified on the basis of either statewide assessment results or grades and other indicators of academic achievement, as established by Board policy.~~

~~(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)~~

If the teacher's recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be re-evaluated at that time. The teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the principal before any final determination of retention or promotion. (Education Code 48070.5)

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

If the student does not have a single regular classroom teacher, the principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

When a student is identified as being at risk of retention, the Superintendent or designee shall so notify the student's parent(s)/guardian(s) as early in the school year as practicable. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

(cf. 5145.6 - Parental Notifications)

The Superintendent **or designee** shall also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians who have been notified that their child is at risk of retention.

Students

PROMOTION/ACCELERATION/RETENTION

Appeal Process

The teacher's

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PROMOTION/ACCELERATION/RETENTION (continued)

Appeal Process

The teacher's decision to **accelerate**, promote or retain a student may be appealed consistent with Governing Board policy, administrative regulation and law. The burden shall be on the ~~appealing party~~ **parent(s)/guardian(s)** to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons that the teacher's decision should be overruled. The appeal must be initiated within 10 school days of the determination of **acceleration**, retention or promotion.

The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the ~~appealing party~~ **parent(s)/guardian(s)** and the teacher. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision.

The Superintendent or designee's determination may be appealed by submitting a written appeal to the Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board, the Board may also meet with the appealing party, the teacher and the Superintendent/designee to decide the appeal. The decision of the Board shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

(cf. 1312 - Complaints Against the Schools)
(cf. 5125 - Student Records)
(cf. 5125.3 - Challenging Student Records)

Acceleration in Middle School and/or High School K-8 Grades

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken in consideration in making a determination to accelerate a student.

PROMOTION/ACCELERATION/RETENTION (continued)

~~Acceleration of students at the high school level shall be dependent upon credits earned and upon the student's achievement, goals, and test scores. A parent conference shall be held, and parent consent must be obtained if the student is to be accelerated. A record of the conference and parent consent shall be placed in the student's cumulative folder.~~

The ~~recommended~~ acceleration process is as follows:

~~After the study is completed, the psychologist is to return the completed Request for Study to the principal with a recommendation.~~

1. Submit a **written referral for acceleration** Request for Study to the Office of Pupil Services **to the site principal. A referral for acceleration may be initiated by a parent/guardian, teacher, or other certificated staff member.**
2. The principal, after consulting with the appropriate staff such as the **prior teacher, current teacher, and** members of the School Site Team (SST), will then gather academic progress data such as work samples, letters of recommendation, standardized test scores, and IQ tests **and other assessment data** ~~together~~ to present a packet of evidence. This packet will **be presented to the SST for** a recommendation ~~from the SST.~~ **The SST can adequately determine if the student:**
 - a. **Is ready for the next grade level work;**
 - b. **Is in the upper 5% of his/her age group in terms of mental ability; and**
 - c. **Has the physical development and social maturity consistent with his/her advanced mental ability.**
3. The packet with recommendation will be submitted to the Director of Pupil Personnel Services Department **Assistant Superintendent for Educational Services for review, including:**
 - a. **Written referral;**
 - b. **Initial acceleration meeting form;**
 - c. **Acceleration testing consent form; and**
 - d. **Acceleration assessment review meeting form.**

~~If the recommendation is for acceleration, and it is accepted, the principal will initiate the appropriate steps, which are as follows:~~

- a. ~~Prepare the Recommendation for Grade Adjustment form at the school site. Record all test data at the top of the page. The counselor and principal sign.~~
- b. ~~The principal will arrange for a parent conference. Parent approval, indicated by a signature, is required before a student can be accelerated.~~
- c. ~~The results of the parent conference are to be recorded on the Recommendation for Grade Adjustment form and the parent informed in writing.~~

PROMOTION/ACCELERATION/RETENTION (continued)

- d. ~~Send the Recommendation for Grade Adjustment form to the Pupil Personnel Services Department for final approval. A signed copy will be returned to the school to be filed in the student's cumulative folder.~~

After review by the Assistant Superintendent for Educational Services, the parent(s)/ guardian(s) shall be informed of the recommendation by the principal. If the student is to be accelerated, a parent conference shall be held, and written parent consent must be obtained. A record of the conference and parent consent shall be placed in the student's cumulative folder.

Acceleration in High School

Acceleration of students at the high school level shall be dependent upon credits earned and upon the student's achievement, goals, and test scores. A parent conference shall be held, and written parent consent must be obtained if the student is to be accelerated. A record of the conference and parent consent shall be placed in the student's cumulative folder.

Regulation

approved: November 6, 1984

revised: September 3, 1991

reviewed: January 23, 1998

reviewed: April 20, 1999

reviewed: July 15, 2003

Reviewed: November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

BOARD REPORT

11/18/14
12.3

12.3 First Reading of Revised Board Policy and New Administrative Regulation 5143.3, Students – Nondiscrimination/Harassment

It is recommended practice that the Board of Education regularly review Board Policies and Administrative Regulations that are significant to the operation of the District.

Revised Board Policy and New Administrative Regulation 5143.3, Students – Nondiscrimination/Harassment, is being presented for a first reading.

NONDISCRIMINATION/HARASSMENT

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

~~District programs and activities shall be free from discrimination, including harassment, with respect to the actual or perceived ethnic group, religion, gender, color, race, ancestry, national origin, and physical or mental disability, age or sexual orientation.~~

~~The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.~~

~~(cf. 1240 - Volunteer Assistance)
(cf. 6145.2 - Athletic Competition)
(cf. 6162.5 - Student Assessment)~~

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education Under Section 504)~~

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

NONDISCRIMINATION/HARASSMENT (continued)

~~The schools shall provide male and female students with separate shower rooms in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

~~The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.~~

~~(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)~~

~~(cf. 5145.7 - Sexual Harassment)~~

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

~~Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. Disciplinary measures will be in compliance with District and state requirements and in consideration of age appropriate consequences.~~

~~An employee who permits or engages in student harassment may be subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4118 - Suspension/Disciplinary Action)~~

~~(cf. 4218 - Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 5144 - Discipline)~~

~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1330 - Use of Facilities)

NONDISCRIMINATION/HARASSMENT (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

The Board hereby designates the following position as Coordinator for Nondiscrimination:

Coordinator, State and Federal Programs

Assistant Superintendent, Educational Services

4034 Irving Place

Culver City, CA 90232

(310) 842-4220

Any student who feels that he/she is being harassed should immediately contact the principal or designee, or the ~~nondiscrimination coordinator~~ **Coordinator for Nondiscrimination**. If a situation involving harassment is not promptly remedied by the principal or designee **within 15 days**, it may be referred to the ~~nondiscrimination coordinator~~ **Coordinator for Nondiscrimination**. A complaint may be filed with the Superintendent if the complaint is not promptly remedied by the ~~nondiscrimination coordinator~~ **Coordinator for Nondiscrimination within 15 days**.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

NONDISCRIMINATION/HARASSMENT (continued)

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

NONDISCRIMINATION/HARASSMENT (continued)

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262 Prohibition of discrimination on the basis of sex, especially:

221.5 Prohibited sex discrimination

221.7 School-sponsored athletic programs; prohibited sex discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

49020-49023 Athletic programs

51006-51007 Equitable access to technological education programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

CODE OF REGULATIONS, TITLE 5

4621 District policies and procedures

4622 Notice requirements

PENAL CODE

422.6 Interference with constitutional right or privilege

NONDISCRIMINATION/HARASSMENT (continued)

UNITED STATE CODE, TITLE 42

2000d-2000e-17 Title VI & VII Civil Rights Act of 1964 as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendment

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3a Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

Management Resources:

OFFICE OF CIVIL RIGHTS

Notice of Non-Discrimination, January, 1999

Policy

Adopted: February 3, 1998

Policy

Revised: May 20, 2003

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

Policy

Reviewed: November 18, 2014

NONDISCRIMINATION/HARASSMENT

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying and to answer inquiries regarding the district's nondiscrimination policies: (Education Code 234.1; 5 CCR 4621)

Coordinator, State and Federal Programs
Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
310-842-4220

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.
(Education Code 234.1)

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator for Nondiscrimination whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Director of School and Family Support Services shall meet with the student and/or parent(s)/guardian(s) to determine how best to accommodate the student.

NONDISCRIMINATION/HARASSMENT (continued)

(cf. 5145.6 - Parental Notifications)

4. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. When 15 percent or more of a school's students speak a single primary language other than English, translate the nondiscrimination policy, related complaint procedures, and all forms for use in the complaint process into that other language. (Education Code 234.1, 48985)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of discrimination, harassment, intimidation, or bullying against a student is required to intervene if it is safe to do so. (Education Code 234.1)

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate accommodation(s) to protect students' privacy rights and ensure their safety from threatened or potentially harassing, intimidating, or discriminatory behavior.

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the (assistant) principal, any other staff member, or the Coordinator for Nondiscrimination. In addition, any student who observes any such incident should report the incident to the (assistant) principal or Coordinator for Nondiscrimination, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to the (assistant) principal or Coordinator for Nondiscrimination, whether or not the victim files a complaint.

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator for Nondiscrimination shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

NONDISCRIMINATION/HARASSMENT (continued)

Transgender and Gender-Nonconforming Students

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the guidelines in

Administrative Regulation 5157, Students—Transgender Students, Privacy and Facilities.

The Director of School and Family Support Services shall arrange a meeting with the student and, if appropriate, his/her parent(s)/guardian(s) to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Director of School and Family Support Services shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.

(cf. 5157 – Transgender Students, Privacy, and Facilities)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

Administrative
Regulation Reviewed:
November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, CA

BOARD REPORT

10/28/14

12.4

12.4 Second Reading of Revised Board Bylaw 9121, President

It is recommended practice that the Board of Education review Board Policies, Administrative Regulations and Board Bylaws on a regular basis. At the meeting on October 28, 2014 a Board member requested that this item be brought forward with revisions to change a portion of the Bylaw back to its original statement. It is being brought for a second reading.

PRESIDENT

The president shall preside at all Governing Board meetings.
He/she shall:

1. Call the meeting to order at the appointed time;
2. Announce the business to come before the Board in its proper order;
3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act;
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference;
5. Explain what the effect of a motion would be if it is not clear to every member;
6. Restrict discussion to the question when a motion is before the Board;
7. Rule on issues of parliamentary procedure;
8. Put motions to a vote, and state clearly the results of the vote;
9. Be responsible for the orderly conduct of all Board meetings

(cf. 9323 – Meeting Conduct)

The president shall have all the rights of any member of the Board, including the right to **move, second**, discuss and vote on all questions before the Board in alignment with Robert's Rules of Order. ~~In the event that the Board President wishes to move or second a motion he or she must relinquish the gavel to the Vice President.~~

The Board President shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, and orders necessary to carry out state requirements and the will of the Board.
2. Consulting with the Superintendent or designee on the preparation of the Board's agendas.

(cf. 9322 – Agenda/Meeting Materials)

3. Working with the Superintendent to ensure that Board members have necessary materials and information.
4. Appointing and dissolving committees subject to Board Approval.
5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law.

PRESIDENT (continued)

(cf. 9320 – Meetings and Notices)

(cf. 9321 – Closed Session Purposes and Agendas)

6. Representing the District as governance spokesperson, in conjunction with the Superintendent.

(cf. 1112 – Media Relations)

7. Confer with the Superintendent or designee on crucial matters which may occur between Board meetings;

8. Participate in finalist interviews with the Superintendent for the Principals/Senior Administration positions.

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notices

35144 Special meetings

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardmanship, 1996

WEB SITES

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

Bylaw

adopted: July 29, 1997

Revised: Dec. 11, 2012

CULVER CITY UNIFIED SCHOOL

Culver City, California

1.0 Approval of Payments to Balfour Beatty Company for Elevator Project Progress Payments

At this time we need to conduct a meeting of the Board of Directors of the Culver City School Facilities Financing Authority in order for the Directors to approve the issuance of funds to Balfour Beatty Company for three (3) progress payments for work completed on our Elevator Project and Athletic Field Phase Two Project. These funds are available and authorized for this purpose from the proceeds generated by the refinancing of our Measure T bonds, and which are held by our Trustee, U.S. Bank.

The payments to Balfour Beatty Company will be for payment applications number 6 (Elevator Project), number 4 (Site Improvements) and number 1 (Athletic Field Phase Two Project) in the total amount of \$948,485.13.

RECOMMENDED MOTION:

That the Board of Directors of Culver City School Facilities Financing Authority approve payment to Balfour Beatty Company for \$948,485.13.

Moved by:

Seconded by:

Vote:

SCHEDULE I

<u>Payee Name and Address</u>	<u>Purpose</u>	<u>Amount</u>
Balfour Beatty Company 10620 Trenea Street Suite 300 San Diego, CA 92131	Elevator Project Pay App #6	\$ 140,753.33
	Athletic Field Phase 2 Pay App #1	\$ 653,515.45
	Misc. Site Projects App #4	<u>\$ 154,216.35</u>
	TOTAL:	\$ 948,485.13



BOARD REPORT

**11/18/14
14.2a**

14.2a Second Reading and Approval of Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program

It is recommended practice that the Board of Education regularly review Board Policies and Administrative Regulations that are significant to the operation of the District.

Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program, are being presented for a second reading and approval.

RECOMMENDED MOTION: That the Board approve the Second Reading of Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program.

Moved by:

Seconded by:

Vote:

GIFTED AND TALENTED STUDENT PROGRAM

~~The Governing Board believes that all students deserve an education that matches their abilities. The district shall participate in the California Gifted and Talented Pupil Program in order to give gifted and talented students opportunities to acquire skills and understanding at levels commensurate with their potential. By cultivating their exceptional abilities or talents, these students may contribute significantly to our society's progress in diverse fields.~~

~~Gifted and talented programs may offer special day classes; part-time grouping; enrichment activities; cluster grouping; independent study; acceleration; postsecondary education opportunities; services for underachieving, linguistically or culturally divergent and/or economically disadvantaged eligible students; and special counseling or instruction not offered in the regular classroom.~~

The Governing Board believes that all students deserve an education that challenges them to reach their full potential. The district shall provide gifted and talented students with opportunities for learning commensurate with their particular abilities and talents.

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6000 - Concepts and Roles)

~~The Superintendent or designee shall establish procedures which ensure parent/guardian participation in planning, evaluating and implementing the program. (Education Code 52208)~~

~~The Board shall conduct an annual assessment of the gifted and talented program. (Education Code 52208)~~

The Superintendent or designee shall identify students for the district's gifted and talented education (GATE) program on the basis of demonstrated or potential intellectual development. The Superintendent or designee shall provide all eligible students, including economically disadvantaged students, English learners, and students of varying cultural backgrounds, with full opportunities to participate in the GATE program and shall provide special counseling or services as necessary to help such students to succeed in the program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6174 - Education for English Language Learners)

The district's GATE program shall be designed to provide articulated learning experiences across subjects and grade levels and shall meet or exceed state academic content standards

GIFTED AND TALENTED STUDENT PROGRAM (continued)

and curriculum frameworks.

(cf. 6011 - Academic Standards)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6178 - Career Technical Education)

Educational opportunities in the district's GATE program may include:

1. Cluster groupings, in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher.

2. Part-time groupings, in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day.

3. Acceleration, in which students are placed in grade levels or classes more advanced than those of their chronological age group.

(cf. 5123 - Promotion/Acceleration/Retention)

4. Opportunities to attend classes conducted by a college or community college.

(cf. 6172.1 - Concurrent Enrollment in College Classes)

5. Advanced Placement classes, International Baccalaureate program, or honors classes.

(cf. 6141.5 - Advanced Placement)

6. Supplemental educational activities which augment students' regular educational programs in their regular classrooms and may include the use of advanced materials and/or provide special opportunities from persons other than the regular classroom teacher.

In addition, the district's program shall support the social and emotional development of GATE students in order to promote student engagement in school.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

GIFTED AND TALENTED STUDENT PROGRAM (continued)

Staff development shall be provided as needed to support teachers in understanding the unique learning styles and abilities of gifted and talented students and in developing appropriate instructional strategies.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

As appropriate, the Superintendent or designee may involve certificated staff, students, parents/guardians, and community members in the planning, and implementation of the GATE program.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly report to the Board regarding the progress of students enrolled in the district's GATE program. Reports may include, but are not limited to, student achievement test results, school attendance, and feedback from program staff and participants.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

37223 Weekend classes for mentally gifted minors

48800-48802 Enrollment of gifted students in community college

51740 Instruction by correspondence

51745-51749.3 Independent study programs

52060-52077 Local Control and Accountability Plan

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

1633 Instruction by correspondence

Management Resources:

WEB SITES

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

GIFTED AND TALENTED STUDENT PROGRAM (continued)

California Association for the Gifted: <http://www.cagifted.org>
Council for Exceptional Children, The Association for the Gifted (CEC-TAG):
<http://www.cectag.org>
National Association for Gifted Children: <http://www.nagc.org>

(cf. 1220- Citizen Advisory Committees)

Legal Reference:

EDUCATION CODE

52200-52212 *Gifted and Talented Pupil
Program* **CODE OF REGULATIONS.**

TITLE 5

3820-3870 *Gifted and Talented Pupil Program*

Policy

adopted: July 7, 1998

Policy

Reviewed: October 28, 2014 and November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

GIFTED AND TALENTED STUDENT PROGRAM

Program Coordinator

The Superintendent or designee may appoint a district coordinator who has demonstrated experience and knowledge in gifted education to oversee implementation of the district's gifted and talented education (GATE) program, including student identification procedures, recordkeeping, and other duties as assigned.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also may appoint, for each school site, a GATE coordinator who shall be responsible for implementation of program services at that school site.

Identification of Gifted and Talented Students

Students may be recommended for the GATE program by administrators, teachers, counselors, other staff, or parents/guardians. Parent/guardian consent shall be obtained before administering any assessments for the sole purpose of identifying students for this program or for placing a student in the program.

The Superintendent or designee shall select students for the program based on their demonstrated or potential ability for high performance in categories identified by the Governing Board, as evidenced by any of the following indicators:

1. A score at or above the 95th percentile on the Naglieri Nonverbal Ability Test (NNAT) *Nonverbal; pictures only*
2. A score at or above the 95th percentile on the OLSAT (Otis-Lennon School Ability Test) *Verbal and nonverbal; text, pictures*

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee may base alternate selection decisions upon the evaluation of additional pertinent evidence by the principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist and/or other expert. These persons may review screening, identification, and placement data and shall meet when necessary to resolve any differences in assessment and recommendations. In reviewing evidence of a student's abilities, the Superintendent or designee also shall consider the economic, linguistic, and cultural characteristics of the student's background.

Instruction

AR 6172(b)

GIFTED AND TALENTED STUDENT PROGRAM (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6174 - Education for English Language Learners)

A student who transfers into the district shall be considered for the GATE program if he/she was identified as a gifted and talented student in his/her previous district based on similar indicators listed above or shall be given the opportunity to qualify for the GATE program utilizing district indicators.

Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral or the Superintendent or designee determines it to be in the student's best interest.

Administrative
Regulation Reviewed:
October 28, 2014 and November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, CA

BOARD REPORT

11/18/14

14.2b

14.2b Second Reading and Approval of Revised Board Policy 5127, Students – Graduation Ceremonies and Activities

It is recommended practice that the Board of Education regularly review Board Policies and Administrative Regulations that are significant to the operation of the District.

Revised Board Policy 5127, Students – Graduation Ceremonies and Activities, is being presented for a second reading and approval.

RECOMMENDED MOTION: That the Board approve the Second Reading of Revised Board Policy 5127, Students – Graduation Ceremonies and Activities.

Moved by:

Seconded by:

Vote:

GRADUATION CEREMONIES AND ACTIVITIES

High school graduation ceremonies shall be held to recognize those students who have **earned a diploma by** successfully completed **ing** the required course of study, ~~passed all proficiency~~ **satisfying district** standards, and ~~thereby earned the right to receive a diploma~~ **passing any required assessments**. The Governing Board believes that these students deserve **the privilege of** a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 – Academic Standards)

(cf. 3260 – Fees and Charges)(cf. 6143 – Courses of Study)

(cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with **Disabilities** Exceptional Needs)**(cf. 6162.52 – High School Exit Examination)**

~~At the discretion of the Superintendent or designee, a student who is within 10 credits of will completing graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the required credits have been earned, a diploma shall be sent to the student.~~

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Invocations, **prayers**, and/or benedictions shall not be included in graduation ceremonies.

The school or district shall not sponsor other Ceremonies or programs **for graduates that include** ~~involving prayer for graduates shall not be sponsored by the school or district.~~

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

Disciplinary Considerations

In order to encourage high standards of student conduct and behavior, the principal may deny **a student** the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. School rules shall ensure that the student and parent/guardian receive written notice of the privilege(s) to be denied, the grounds for such denial and the means whereby a student may appeal this decision. **Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such**

GRADUATION CEREMONIES AND ACTIVITIES (continued)

denial and shall be given an opportunity to respond. If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision.

(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)(cf. 5144 – Discipline)
(cf. 5145.6 - Parental Notifications)
(cf. 6161.2 - Damaged or Lost Instructional Materials)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of a valedictorian(s) and salutarian(s). ~~The Superintendent or designee shall establish procedures that ensure a fair determination of the students who have achieved the highest grade point average in the graduating class. If a tie exists, the principal may honor more than one valedictorian and/or salutarian.~~ **Valedictorian(s) and salutarian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.**

(cf. 5121 - Grades/Evaluation of Student Achievement)

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

(cf. 5126 - Awards for Achievement)

~~Foreign exchange students may receive honorary diplomas during the graduation ceremony.
(Education Code 51225.5)~~

Conduct at Graduation Ceremonies

Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at his/her option, wear his/her military dress uniform at the ceremony.

(cf. 6145.6 - International Exchange)

Students

BP 5127(c)

GRADUATION CEREMONIES AND ACTIVITIES (continued)

Elementary/Middle School Promotion Exercises

The Board desires that each elementary and middle school provide age-appropriate promotion exercises to recognize students who have completed the school's course of study.

This Board Policy, as revised by the Board of Education on November 18, 2014, will apply to students graduating in the year 2016, and each year thereafter.

Legal Reference:

EDUCATION CODE

40014 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange

students 51400-51403 Elementary school diploma

51410 Diplomas: no indication of intellectual classification

51411 Residence as condition for graduation; prohibition

51412 Standards of proficiency

Lee v. Weisman, (1992) 112 S.Ct. 2649

Sands v. Morongo Unified School District (1991) 53 Cal. 3d 863

Lemon v. Kurtzman (1971) 403 U.S. 602

Fowler v. Board of Education of the Hickory Administrative School Unit (1978) 448 F. Supp. 497

Mifflin County School District v. Stewart (PA. Cmwlth. 1986) 503 A.2d 1012, 30 Educ. L.R. 403

Jones v. Clear Creek Independent School District (1992, 5th Cir.) 977 F.2d 963

Harris v. Joint School District #241 (1994, 9th Cir.) No. 93-35839

Management Resources:

CDE PROGRAM ADVISORIES

0615.89 Granting credit for passing GED, SPB:88/89-11

Policy

adopted: January 20, 1998

Policy reviewed: November 18, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

BOARD REPORT

11/18/14

14.2c

14.2c Approval is Recommended for the Suspended Expulsion of School and Family Support Services Case #01-14-15

Under AR 5144.1(s) the Board of Education may suspend enforcement of an expulsion.

The suspension of the enforcement of an expulsion shall be governed by the following:

- a) The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation.
- b) During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
- c) The suspension of the enforcement of an expulsion order may be revoked by the Board of Education if the student commits any of the acts listed under "Grounds for Suspension and Expulsion."
- d) When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.

The Administrative Hearing Panel recommends to the governing board of the Culver City Unified School District that School and Family Support Services Case #01-14-15, a 9th grade student at Culver City High School, be expelled from the Culver City Unified School District. That the student's expulsion be suspended under the terms and conditions of a suspended expulsion that will remain in effect through the second semester of 2014-2015. That Case #01-14-15 be assigned to Culver City High School.

RECOMMENDED MOTION: That the Board expel Case #01-14-15, through the second semester of 2015, and that the Board suspend the expulsion and assign the student to Culver City High School.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**11/18/14
14.3a**

14.3a Resolution #7 / 2014-15 Reading of Official Results of Measure CC Bond Election

At this time, we need to approve Resolution #7/2014-15 for the reading of the Official Results of the Measure CC Bond Election into the minutes of the Board of Education.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve Resolution #7/2014-15 concerning Measure CC election results.

Moved by:

Seconded by:

Vote:

CULVER CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 7

RESOLUTION OF THE BOARD OF EDUCATION OF THE CULVER CITY UNIFIED SCHOOL DISTRICT ENTERING ELECTION RESULTS INTO THE MINUTES AND CERTIFYING TO THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY ALL PROCEEDINGS IN THE JUNE 3, 2014 GENERAL OBLIGATION BOND ELECTION

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, such resolution was duly delivered to the Registrar of Voters/County Clerk-Recorder of the County; and

WHEREAS, notice of the Bond Election was duly given; and

WHEREAS, 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, the Board of Education of the District has received from the Registrar of Voters/County Clerk-Recorder the Canvass Certificate and Official Statement of Results (the "Canvass") of the Bond Election; and

WHEREAS, it appears from the Canvass, a copy of which is attached hereto as Exhibit "A," that more than fifty-five percent of the votes cast on Measure CC were in favor of issuing the aforementioned bonds.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CULVER CITY UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. That entry be made upon the minutes of the meeting that Measure CC has been approved by more than fifty-five percent of the votes cast at the Bond Election.

Section 2. That all proceedings of the District in connection with the Bond Election have been accomplished according to law.

Section 3. That the Secretary of the Board is hereby requested to deliver a copy of this Resolution with the Canvass to the County Superintendent of Schools and the Clerk of the Board of Supervisors of the County.

ADOPTED, SIGNED AND APPROVED this 18th day of November , 2014.

BOARD OF EDUCATION OF THE CULVER CITY
UNIFIED SCHOOL DISTRICT

President

ATTEST:

Secretary

STATE OF CALIFORNIA)
)ss
LOS ANGELES COUNTY)

I, David LaRose, 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 the 18th day of November, 2014 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: _____
Secretary

EXHIBIT A

Canvass and Statement of Results

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, *DEAN C. LOGAN*, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Culver City Unified School District

at the Statewide Direct Primary Election, held on the 3rd day of June, 2014.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of June, 2014.



Dean Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

CULVER CITY UNIF SCH SPEC MEASURE CC

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
CULVER CITY - 1600001A	960	85	51	29
VOTE BY MAIL	0	78	59	11
TOTAL	960	163	110	40
CULVER CITY - 1600002A	782	79	63	14
VOTE BY MAIL	0	62	44	12
TOTAL	782	141	107	26
CULVER CITY - 1600003A	1057	138	98	32
VOTE BY MAIL	0	105	70	28
TOTAL	1057	243	168	60
CULVER CITY - 1600004A	1147	122	84	34
VOTE BY MAIL	0	112	75	23
TOTAL	1147	234	159	57
CULVER CITY - 1600005A	940	105	83	13
VOTE BY MAIL	0	91	66	8
TOTAL	940	196	149	21
CULVER CITY - 1600007A	1313	213	158	51
VOTE BY MAIL	0	179	130	37
TOTAL	1313	392	288	88
CULVER CITY - 1600008A	1204	303	217	71
VOTE BY MAIL	0	160	109	33
TOTAL	1204	463	326	104
CULVER CITY - 1600011A	1263	128	97	23
VOTE BY MAIL	0	170	107	42
TOTAL	1263	298	204	65
CULVER CITY - 1600013B	1183	253	184	60
VOTE BY MAIL	0	146	105	30
TOTAL	1183	399	289	90
CULVER CITY - 1600014A	482	67	47	13
VOTE BY MAIL	0	93	67	16
TOTAL	482	160	114	29
CULVER CITY - 1600017B	1176	80	49	26
VOTE BY MAIL	0	124	92	20
TOTAL	1176	204	141	46
CULVER CITY - 1600018A	965	68	50	16
VOTE BY MAIL	0	70	47	18
TOTAL	965	138	97	34
CULVER CITY - 1600022A	673	125	67	28
VOTE BY MAIL	0	78	51	22
TOTAL	673	203	118	50

CULVER CITY UNIF SCH SPEC MEASURE CC

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT

LOCATION	REGISTRATION	BALLOTS CAST	YES		NO	
			YES	NO	YES	NO
CULVER CITY - 1600024A	1275	147	101	36		
VOTE BY MAIL	0	138	93	26		
TOTAL	1275	285	194	62		
CULVER CITY - 1600025A	999	216	159	47		
VOTE BY MAIL	0	170	131	31		
TOTAL	999	386	290	78		
CULVER CITY - 1600027C	664	102	85	15		
VOTE BY MAIL	0	93	64	19		
TOTAL	664	195	149	34		
CULVER CITY - 1600028A	1291	167	86	74		
VOTE BY MAIL	0	198	128	61		
TOTAL	1291	365	214	135		
CULVER CITY - 1600031C	1064	152	122	23		
VOTE BY MAIL	0	148	95	35		
TOTAL	1064	300	217	58		
CULVER CITY - 1600034A	1195	220	139	73		
VOTE BY MAIL	0	198	119	61		
TOTAL	1195	418	258	134		
CULVER CITY - 1600042A	794	173	124	33		
VOTE BY MAIL	0	137	92	22		
TOTAL	794	310	216	55		
CULVER CITY - 1600045A	1024	105	75	20		
VOTE BY MAIL	0	110	72	23		
TOTAL	1024	215	147	43		
CULVER CITY - 1600055A	1182	153	124	24		
VOTE BY MAIL	0	86	56	21		
TOTAL	1182	239	180	45		
CULVER CITY - 1600073A	1290	138	107	19		
VOTE BY MAIL	0	88	57	20		
TOTAL	1290	226	164	39		
CULVER CITY - 1600074B	1163	129	98	24		
VOTE BY MAIL	0	127	95	16		
TOTAL	1163	256	193	40		
CULVER CITY - 1600076A	1199	133	104	18		
VOTE BY MAIL	0	133	103	12		
TOTAL	1199	266	207	30		
BALLOT GROUP 115 - 9990115A	0	0	0	0		
VOTE BY MAIL	0	16	7	0		
TOTAL	0	8	7	0		

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

CULVER CITY UNIF SCH SPEC
MEASURE CC

LOCATION	REGIST- RATION	BALLOTS CAST	NO		YES	
PRECINCT TOTAL	26286	3601	2572	816		
VBM TOTAL	0	3094	2127	647		
GROUP TOTAL	0	8	7	0		
GRAND TOTAL	26286	6703	4706	1463		

BOARD REPORT

**11/18/14
14.3b**

14.3b Appointments to the Measure CC Citizens' Bond Oversight Committee (CBOC)

At this time, the Superintendent recommends the following appointments to the Measure CC Citizens' Bond Oversight Committee (CBOC):

Ann D. Alexander
Janet Chabola
Alan Corlin
Paul Ehrlich
Goran Eriksson
Michael Hamill
Nobuhiro John Hasegawa
Laura Stuart
Jonathan Varsano
Jamie Wallace
Jeannine Winosky Stehlin

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the CBOC committee appointments as presented above.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**11/18/14
14.3c**

14.3c Ratification of Contract with Mobile Modular Management Corporation

At this time, we need to ratify the contract with Mobile Modular Management Corporation for the purchase of the modular restroom unit installed at La Ballona Elementary School as part of the Summer Maintenance Projects LLB.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District ratify the attached contract with Mobile Modular Management Corporation.

Moved by:

Seconded by:

Vote:



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.MobileModularRents.com

Sale Agreement
 Contract: 220007665.1
 Date Printed: 10/09/2014

Customer & Site Information		Mobile Modular Contact
Customer Information: Culver City USD 4034 Irving Place Culver City, CA 90232 Christine Seeman 31084242204233	Site Information: Culver City USD 4501 Elenda Street Culver City Adult School Culver City, CA 90232 Christine Seeman 31084242204233	Questions? Please Contact: Open - Mira Loma Direct Phone: (951) 360-6600 All other Inquiries: (951) 360-6600
Customer PO/Reference: P.O. 59629 Exp: // By:		

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Restroom, 12x40 DSA (Item1005) <i>Boy/Girl/Staff/Staff. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.</i>	1	\$73,982.00	\$73,982.00	Y

Charges Upon Delivery:				
	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x40 DSA (Item1005)				
Block and Level Building (B4) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$3,360.00	\$3,360.00	N
Custom Color Partitions <i>Prevailing Wage Cert. Payroll</i>	1	\$1,441.00	\$1,441.00	N
Delivery Haulage Lowboy 12 wide	1	\$1,750.00	\$1,750.00	N
Drawings, Reprographic Copies of Drawing	1	\$114.85	\$114.85	N
			\$6,665.85	
		Tax:	\$2,811.32	
		Total Sales Price Including Tax:	\$83,459.17	

Special Notes

(1) 12 ft by 40 ft DSA Approved Boy/Girl/Staff/Staff Restroom Building with a 40 ft common landing and a 4 ft by 11 ft ramp, (transition to grade and hand rail extensions, if required, are by the District). Specifications provided on Sale proposal 2012-06-11a apply. Installation of plumbing manifold is optional. The cost for this would be \$2,760.00. Should Mobile Modular not install the plumbing manifold, the selected contractor will need to be onsite at the time of delivery to pull the drains and connect the plumbing manifold.

Pricing based upon the Franklin McKinley School District Piggyback Bid 1298. Stand-alone foundation system. Site plan required. Installation pricing may be adjusted due to site conditions. Site to have building corners marked by the District prior to delivery. Temporary fencing is the responsibility of the District. Transportation permits are included. Pilot cars are excluded. All final electrical and plumbing connections, are the responsibility of the District. Mobile Modular accepts no responsibility for site work, utilities, permits, and fire protection done on site by the District. Exclusions: Any items not specifically noted in this agreement.

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Sale Agreement

Contract: 220007665.1
Date Printed: 10/09/2014

agreement for the above named customer.

- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



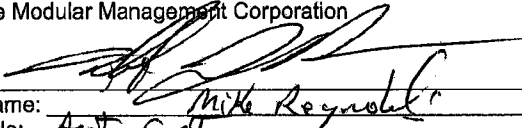
Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.MobileModularRents.com

Sale Agreement
 Contract: 220007665.1
 Date Printed: 10/09/2014

Incorporation by Reference
 The Supplemental Sale Terms and Conditions and Additional Advisory Information provisions are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be reviewed in the e-Customer Services section of the Seller's web site at (<http://www.MobileModularRents.com/ContractTerms>). The Buyer hereby confirms that he/she has read in its entirety and understands the Supplemental Sale Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

• The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as seller (the "Seller") and buyer ("Buyer", as described above in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Agreement Terms and Conditions, attached hereto as **Attachment A**, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Buyer.

<p>SELLER: Mobile Modular Management Corporation</p> <p>By: </p> <p>Name: <u>Mike Reynolds</u> Title: <u>Arch. Supt</u> Date: <u>10/9/14</u></p>	<p>BUYER: Culver City USD</p> <p>By: _____</p> <p>Name: _____ Title: _____ Date: _____</p>
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ATTACHMENT A

SALE AGREEMENT TERMS AND CONDITIONS

1. SALE. Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on each Sale Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Sale Agreement, and the sale provisions on the Seller's website at (<http://www.MobileModularRents.com/ContractTerms>) (the "Incorporated Provisions"), to the extent incorporated by reference into such Sale Agreement, together with these Sale Agreement Terms and Conditions, to the extent incorporated by reference into such Sale Agreement, shall constitute a separate and independent sale agreement (a "Sale Agreement") of the Equipment listed in such Agreement under "Product Information".

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "Purchase Price") is set forth on the Sale Agreement. Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price on the date hereof; sixty five percent (65%) two days before the Equipment is scheduled to be delivered to the Site; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment. If any payment under the Sale Agreement is not made on the date when due and payable (including without limitation pursuant to this Section or as indicated on the Sale Agreement), Buyer shall pay Seller interest, at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted by applicable law), on the amount of such overdue payment, until received.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. TIME AND PLACE OF DELIVERY. Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site").

Tires used to deliver the Equipment will be removed and returned to Seller. Buyer warrants that the Site will have: safe access free from encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 1500 psf. Following delivery, Seller will remove all Seller-owned equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, pilot cars, and Site preparation.

4. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Sale Agreement

Contract: 220007665.1
Date Printed: 10/09/2014

Buyer and Seller that Buyer has Inspected the Equipment and that all Equipment is in conformance with the Sale Agreement and has been accepted by Buyer.

5. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Sale Agreement the serial number and other identification data relating to the Equipment when ascertained by Seller.

6. INSURANCE. Buyer shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value. This coverage will extend to all property of Seller located at the delivery site during the installation. Further, until title to the Equipment has transferred to Buyer pursuant to Section 2(b), Buyer will name Seller as loss payee of the proceeds. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for public liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company satisfactory to Seller and insurance carrier is licensed to do business in the state where the Equipment is being sold, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance policies, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Sale Agreement. Buyer's obligation to provide said insurance will cease once title to the Equipment has transferred to Buyer pursuant to Section 4.

7. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

8. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Sale Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Sale Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Sale Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Sale Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

9. GOVERNING LAW. Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

10. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Sale Agreement, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Sale Agreement. Further, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

11. SELLER'S EXPENSES Buyer shall pay Seller all costs and expenses, including attorney fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Sale Agreement.

12. LICENSE AND TRANSFER FEE(S). If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees.

13. MISCELLANEOUS.

(a) **BUYER SOLVENCY.** Buyer hereby represents and warrants that the fair value of the assets of Buyer exceed its liabilities; Buyer is able to pay its debts and liabilities as they become due; and Buyer does not have an unreasonably small amount of capital with which to conduct the business in which it is engaged, as such business is now conducted and is proposed to be conducted.



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<p align="center">Sale Agreement</p> <p>Contract: 220007665.1 Date Printed: 10/09/2014</p>

(b) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. No amendment, supplement or modification to the terms of the Sale Agreement shall be valid unless made in a writing signed by both parties hereto, and no waiver of any provision of the Sale Agreement shall be valid unless made in a writing signed by the waiving party. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(c) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Sale Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Sale Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates.

(d) If the law of the State of North Carolina shall apply to the Sale Agreement, the Sale Agreement does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

14. ENTIRE AGREEMENT. The Sale Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Sale Agreement will be eliminated.

Sale Terms and Conditions, Rev. 10/1/08

BOARD REPORT

**11/18/14
14.3d**

14.3d Approval of Revisions to Previously-Approved Co-Tenancy Agreement with L.A. Goal

At this time we need to ratify the revisions to the Co-Tenancy Agreement with L.A. Goal as presented.

RECOMMENDED MOTION: That the Board of Education ratify the revisions to the agreement between CCUSD and L.A. Goal.

Moved by:

Seconded by:

Vote:

**CO-TENANCY COOPERATION AGREEMENT
BETWEEN
CULVER CITY UNIFIED SCHOOL DISTRICT
AND L.A. GOAL
(4909 -4911 OVERLAND AVENUE, CULVER CITY, CA)**

THIS CO-TENANCY COOPERATION AGREEMENT ("Agreement") is made this 28th day of October, 2014, between Culver City Unified School District, a California public school district located in Los Angeles County, California ("District") and L.A. Goal, a California non-profit corporation ("L.A. Goal"). The District and L.A. Goal may be referred to as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District and L.A. Goal jointly occupy a subdivided building owned by the City of Culver City and leased to each Party pursuant to lease agreements, which include the parking area and all improvements to the building ("Facilities"); and

WHEREAS, District's exclusive portion of the Facilities are located at 4909 Overland Avenue, Culver City, CA ("District Premises") and consists of 9,332 square feet, as detailed in that certain lease agreement dated October 7, 2003, amended June 28, 2004 ("District Lease"), and expiring on April 30, 2027; and

WHEREAS, L.A. Goal's exclusive portion of the Facilities are located at 4911 Overland Avenue, Culver City, CA ("L.A. Goal Premises") and consists of 8,409 square feet, as detailed in that certain lease agreement dated September 2, 2003 ("L.A. Goal Lease") and expiring in April 30, 2027; and

WHEREAS, the Parties share common areas and interests, and have agreed to enter into a formal agreement to cooperate with each other regarding the Facilities, including maintenance, landscape maintenance, utilities, use of common space and other related issues, pursuant to each Party's respective lease agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, the Parties agree as follows:

Section 1 Use of the Facilities. At no time will either Party's use of the Facilities be inconsistent with the terms of their respective lease agreement with the City of Culver City. District will continue its use of the District Premises to provide District education services, programs, and administration. L.A. Goal will continue its use of the L.A. Goal Premises for its programs for persons with developmental disabilities. A diagram of the Facilities, which depicts the District Premises, the L.A. Goal Premises, and the Common Areas (as defined in Section 4.1 hereof) is attached hereto as **Exhibit A**. District and L.A. Goal may not use or permit the Facilities to be used for any other purpose without the prior written consent of the other Party, despite whether the proposed use is allowed by the District Lease or the L.A. Goal Lease. District and L.A. Goal shall be solely responsible for the control and supervision of the Facilities when used by each Party respectively. In the event that District or L.A. Goal or any of their respective employees, agents, clients, guests, or invitees cause destruction or damage to the Facilities, District or L.A. Goal respectively, shall be liable for the amount necessary to repair the damages, and such destruction or damage shall be grounds for the termination of this Agreement at the non-damaging Party's discretion.

1.1 **Parking.** Pursuant to the terms of the District Lease and the L.A. Goal Lease, the parking lot is to be shared between the Parties, with each Party having exclusive use of 21 spaces, with the balance of the spaces to be shared among the Parties and the adjacent library on a "first come, first served" basis. District agrees to restripe all the spaces in the parking lot at its sole cost and expense. The location of each Party's parking spaces are depicted on the diagram attached hereto as **Exhibit B**.

Section 2 Title and Improvement to the Facilities.

2.1 The Parties acknowledge that the City holds title to the Facilities and in addition to obtaining any City consents required by each Party's respective lease agreement to make structural modifications to the Facilities, neither District nor L.A. Goal may make structural modifications to the Facilities without the prior written consent of the other Party.

2.2 Given the ownership of the Facilities by the City, the Parties consider it within the City's discretion to determine if work performed at the Facilities is a "public work," requiring compliance with public works contracting provisions.

Section 3 Maintenance and Repairs of Separate Areas. The District and L.A. Goal shall each be solely responsible for the routine and major maintenance and repair of its exclusive portion of the Facilities (District Premises and L.A. Goal Premises). Each Party shall maintain its premises in good and safe condition and in conformance with all laws, rules, and regulations applicable to its use of the Facilities. Where either Party fails to maintain its exclusive premises and the other Party suffers an injury, or damage occurs to the other's premises or to Common Areas, all costs arising from that failure to maintain shall be the responsibility of the non-injured Party. For purposes of this section, landscape maintenance and upkeep of L.A. Goal's Premises shall include tree maintenance and trimming of all trees located within the locked patio on L.A. Goal Premises and shall be L.A. Goal's exclusive responsibility. All other landscaped areas are considered Common Areas pursuant to Section 4, below.

Section 4 Use and Maintenance of Common Areas.

4.1 For purposes of this Agreement, "Common Areas" means the parking lot, roof, shared lawn area, sidewalk and building entry area, as well as the utility systems that serve the Common Areas, which are water for landscape irrigation and the fire sprinkler system, the dedicated telephone line for the fire monitoring system and the parking lot electricity.

4.2 The District and L.A. Goal agree to share equally the costs to maintain the Common Areas and to share in the costs of Common Area utilities as set forth in Section 7, below.

4.3 With regard to improvement projects to maintain the Common Areas, as noted below in Section 5, the Parties shall meet annually, if not sooner, to mutually agree upon the Party responsible for contracting for and overseeing such maintenance and construction projects related to the Common Areas. As a general rule, the Parties agree that the contracting Party shall invoice the non-contracting Party for the non-contracting Party's share of the costs associated with such improvements. The non-contracting Party shall pay each invoice within fourteen (14) days of receipt.

4.4 The District agrees that, although the Parties agree to share the costs to maintain the Common Areas equally, the District shall be solely responsible for any excess costs that are due to the District's compliance with public works contracting provisions that are not applicable to L.A. Goal.

Section 5 Annual Meetings. On an annual basis, the District and L.A. Goal agree to meet to discuss fiscal matters, including maintenance project needs, necessary capital improvements, scheduling and budgeting for shared cost projects and needs. Upon commencement of this Agreement, the Parties agree to meet and reconcile Common Area expenses paid prior to the execution of this Agreement. With regard to any construction projects affecting the Common Areas, the Parties shall mutually determine the method for overseeing, contracting, funding, and performing planned work, including timing, coordination, and appropriate cost allocation. The Parties agree that any structural improvements or major maintenance of the Common Areas shall be completed in compliance with all applicable laws, rules, and regulations.

5.1 Emergency Meetings. The Parties agree to meet and confer on an as-needed basis to address emergency repairs to the Common Areas as the need may arise. The Parties shall identify the appropriate lead Party, funding, and process for completion of emergency repairs.

Section 6 Consumption of Alcoholic Beverages. Consumption or use of alcoholic beverages or recreational drugs and smoking in the Common Areas is strictly prohibited.

Section 7 Utilities.

7.1 Gas, Electricity, Sewer. The District Premises and the L.A. Goal Premises are separately metered for gas and electricity, and each Party is separately invoiced for sewer services. Each Party shall make all necessary payments for gas, electricity, and sewer services related to each Party's exclusive usage.

7.2 Water. Water service for the fire sprinkler system is invoiced in a single separate bill, and all other water service to the entire Facility is invoiced in one separate bill. Payment for water service for the fire sprinkler system shall be split 50/50. The Parties agree to split the bill for general water service as follows: 65% payable by District, and 35% payable by L.A. Goal. In keeping with past practice, all bills shall be forwarded to the L.A. Goal for payment, and L.A. Goal will pay the full amount of both bills every month, and shall invoice the District for its portion of each bill on a quarterly basis. The District shall pay each invoice within fourteen (14) days of receipt.

Section 8 Term. The term of this Agreement will commence on October 28, 2014, and will remain in effect until either Party's lease agreement terminates, or April 30, 2027, whichever is earlier. The Agreement will be subject to annual review by the Parties. Any renewal of the Agreement will be upon mutual agreement of the Parties.

Section 9 Capital Reserve Fund. The Parties agree to each establish a capital reserve fund ("Capital Reserve Fund") to accumulate funds necessary to pay for Common Area repairs in excess of a specified dollar amount, as determined by the Parties. Annual deposits to the Capital Reserve Fund will be determined at annual meeting, based on cost estimates for necessary repairs and improvements anticipated to occur in that calendar year. Funds on deposit will be used to pay for capital improvements or repairs, or to reimburse the District for payments made for such projects. Establishment of a Capital Reserve Fund, to

be maintained by each Party, will be in accordance with all laws, rules, and regulations applicable to each Party.

Section 10 Termination. This Agreement may be terminated by a Party upon sixty (60) day's written notice to the other Party, upon a breach of the Agreement or upon any violation by any Party of any law, rule, regulation, or ordinance, notice of which has been given from the non-defaulting Party to the defaulting Party, and which default remains uncured after thirty (30) days from receipt of notice thereof. This Agreement shall terminate automatically upon a Party's vacating of the Facilities, or cessation of a Party's lease agreement for any reason.

Section 11 Hold Harmless/Indemnification.

11.1 L.A. Goal Indemnification Obligations. To the fullest extent permitted by California law, L.A. Goal shall defend, indemnify, and hold harmless District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Parties"), individually and collectively, from and against any and all costs, losses, liabilities, claims, demands, suits, actions, payment and judgments of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, personal or bodily injury, property damage, or thing done, permitted or suffered by L.A. Goal in conjunction with the performance of this Agreement or of the L.A. Goal Lease, unless caused by the negligence or willful misconduct of District, its agents, representatives, officers, consultants, employees, trustees, and volunteers; and in case any action or proceeding be brought against District, L.A. Goal shall defend the same at L.A. Goal's expense, including counsel acceptable to District.

11.2 District's Indemnification Obligations. To the fullest extent permitted by California law, District shall defend, indemnify, and hold harmless L.A. Goal, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("L.A. Goal Parties"), individually and collectively, from and against any and all costs, losses, liabilities, claims, demands, suits, actions, payment and judgments of any kind, nature and description, including but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, personal or bodily injury, property damage, or thing done, permitted or suffered by the District in conjunction with the performance of this Agreement or of the District Lease, unless caused by the negligence or willful misconduct of the L.A. Goal Parties; and in case any action or proceeding be brought against L.A. Goal, District shall defend the same at District's expense, including counsel acceptable to L.A. Goal.

Section 12 Liability Insurance. District and L.A. Goal shall each, during the entire term of this Agreement, maintain in force, a combined single-limit liability insurance policy on the terms and at the limits as described in each Party's lease agreement with the City, and shall name the other Party as an additional insured under all such policies. Such policies shall provide for a thirty (30) day notice of any cancellation or reduction of such insurance to the other Party. District and L.A. Goal agree to provide each other certificates of insurance evidencing these coverages in forms satisfactory to the other Party upon execution of this Agreement.

Section 13 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 personally delivered or either 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:

DISTRICT

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232-2810
Attn: Mike Reynolds, Assistant Superintendent, Business Services

L.A. GOAL

4911 Overland Avenue
Culver City, CA 90230
Attn: Petite Konstantin, Executive Director

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

Section 14 Subcontract and Assignment. Neither Party may assign its rights, duties, or privileges under this Agreement, nor may any Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other Party.

Section 15 Independent Corporation Status. This Agreement is by and between two independent entities, is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 16 Entire Agreement of Parties. This Agreement constitutes the entire agreement among the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

Section 17 California Law. This Agreement is governed by and the rights, duties, and obligations of the Parties will 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 Los Angeles County.

Section 18 Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 19 Successors and Assigns. This Agreement is binding upon and may inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 20 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together are to be construed as one document.

Section 21 Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 22 Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 23 Incorporation of Recitals. The Recitals are incorporated herein by reference.

Section 24 Modification of Agreement. This Agreement may not be modified unless mutually agreed to by the Parties in writing. Any modifications will not be effective until accepted in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

DISTRICT

Culver City Unified School District

By: _____

Title: _____

L.A. GOAL

By: _____

Title: _____

Exhibit A
Diagram of Facilities

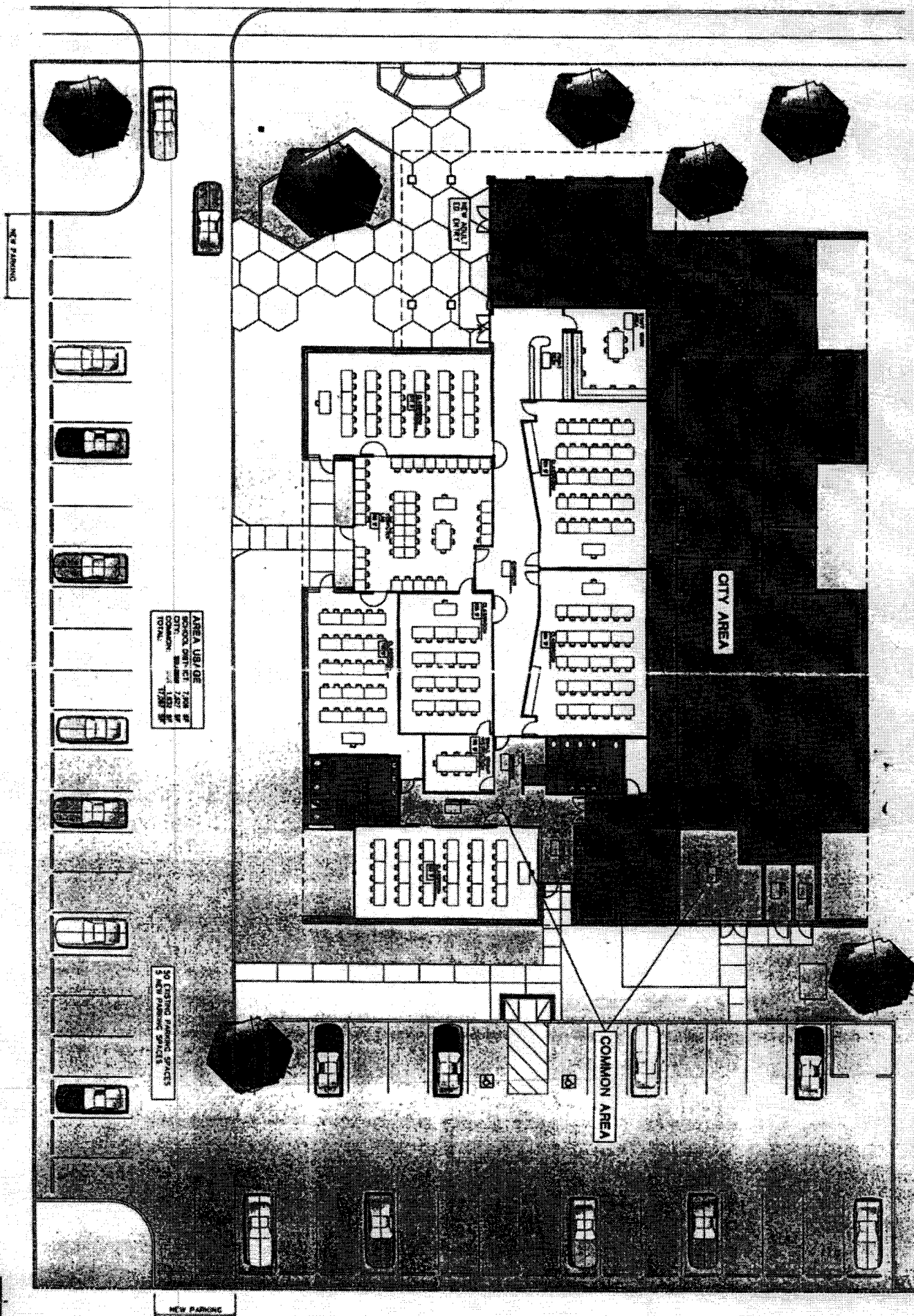
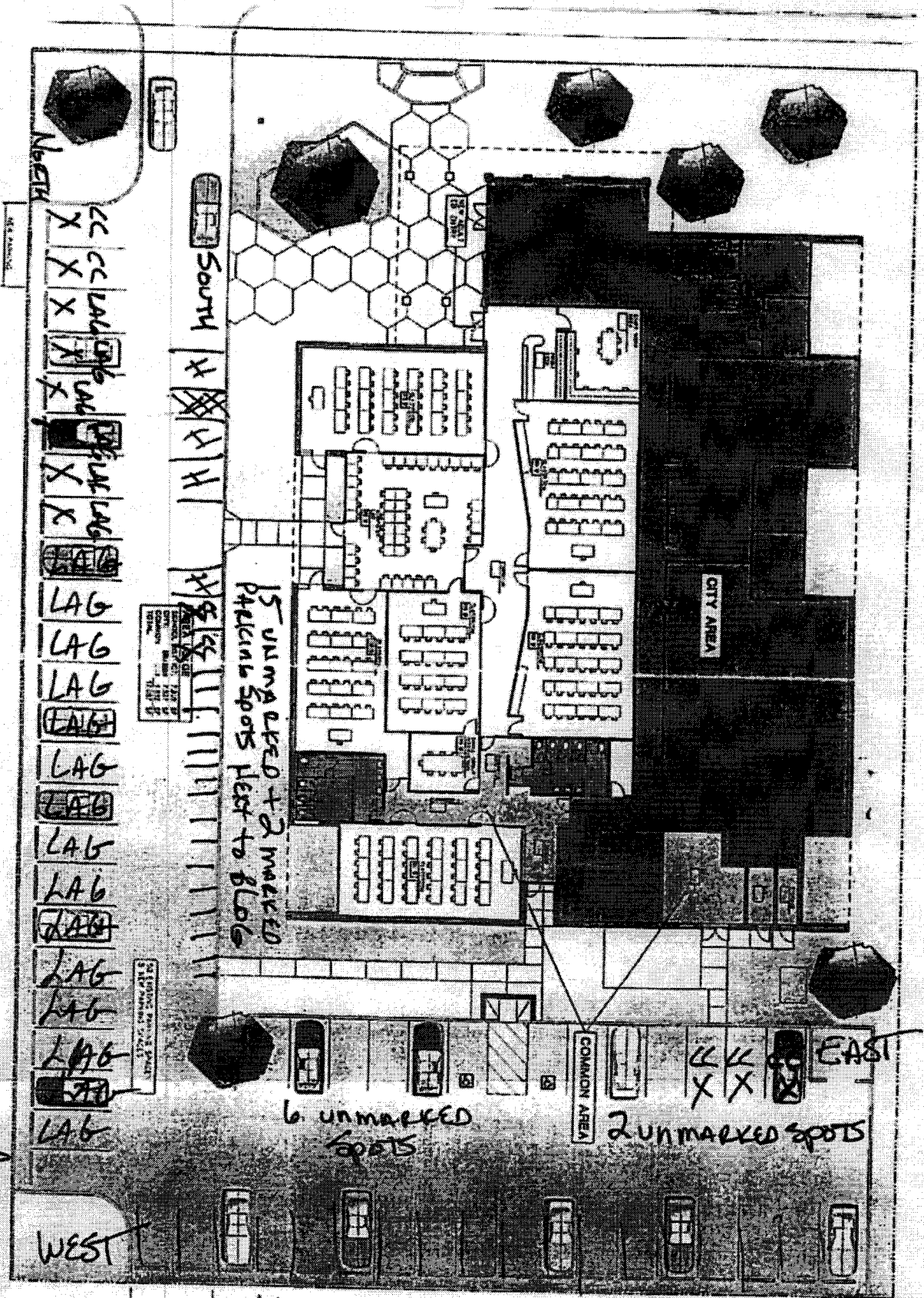


Exhibit "A"



Exhibit B
Diagram of Parking Lot

H = Handicap/Professions
X = MARKED SPOTS



16 UNMARKED SPOTS BY FENCE
NO MARKED SPOTS

Exhibit "B"

BOARD REPORT

**11/18/14
14.3e**

14.3e Approval of Agreement with Paradigm Healthcare Services, LLC

At this time we need to approve the agreement with Paradigm Healthcare Services, LLC for providing assistance in the processing of our LEA Medi-Cal claims.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement as presented.

Moved by:

Seconded by:

Vote:



SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is entered into as of the 1st day of July 2014 between Paradigm Healthcare Services, LLC, a California Limited Liability Company ("**Paradigm**") and Culver City Unified School District, a Local Education Agency ("**Client**").

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2019 ("Initial Term"). Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase "Term of the Agreement" shall refer to the Initial Term and any subsequent renewal period. The phrase "Fiscal Year" as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services ("DHCS") to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s), and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, , but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be

available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

a. **Program Implementation Services.**

(1) Paradigm will assist Client with the development and submission to the Lead County or Regional Agency (as defined by the DHCS, such as a Local Government Agency or Local Education Consortium) of a Medi-Cal Administrative Activities ("MAA") Operational Plan encompassing each claiming unit (e.g., Nursing, Healthy Start) in accordance with the DHCS MAA Operational Plan instructions. The Operational Plan will utilize the existing DHCS-approved 5-day time survey

("Worker Log") sampling methodology or any DHCS approved random moment time survey ("RMTS") sampling methodology. Client will have final authority to approve such MAA Operational Plan prepared by Paradigm before submission to the Lead County or Regional Agency.

(2) Paradigm will work with Client to assess program potential, establish an optimized claim plan, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) as part of the initial contract implementation. Training will include the following subject areas: DHCS audit requirements for Client's MAA program; all necessary information and procedures for submitting MAA time surveys to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide key personnel, who have been mutually agreed upon by Paradigm and Client, with the appropriate training, knowledge and skill to adequately complete time surveys and understand program activity codes. Paradigm will also make available a web-based "virtual training" for time survey participants that can be accessed at any time.

(3) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the MAA program.

c. MAA Invoice Preparation and Submission.

(1) **Eligibility.** Upon the commencement of MAA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Worker Log Time Survey Review and Correction.** Paradigm will review all Client's submitted Worker Log time surveys for compliance with DHCS school-based MAA directives, and will prepare a quarterly "Corrections Report" containing suggested changes to facilitate compliance with DHCS school-based MAA directives.

(3) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all invoice data it collects and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(4) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(5) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, State and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

d. **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using participant, site, and/or MAA participation parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

e. **Coordination with the Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies time survey management system. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. **Client's MAA Obligations.**

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. **Training.** Client will ensure that appropriate personnel attend training and are trained to complete the time survey in accordance with DHCS school-based MAA directives.

d. **DHCS Required Time Survey.** Client will submit to Paradigm all quarterly time survey materials that are required by DHCS (whether under the Worker Log or RMTS methodology). All time surveys will be submitted to Paradigm no later than thirty (30) days after the time survey period is completed. Client will take reasonable actions to facilitate the changes as identified on Paradigm's MAA "Corrections Report" (under the Worker Log methodology) supplied to Client no less frequently than on a quarterly basis.

- e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.
- f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
- i. **Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.
- j. **Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

- a. **Fees for LEA Services.** The LEA Billing Services fee for claims submitted by Paradigm or originating during the Term of the Agreement will be equal to a sliding scale percentage of the gross amount paid to Client by DHCS (without including DHCS administrative deductions or holdbacks) ("DHCS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to Client according to the following schedule:

13.5% of gross amounts paid to Client, up to \$500,000

10.8% of gross amounts paid to Client, from \$500,001 to \$1 million

9% of gross amounts paid to Client, above \$1 million

For purposes of computing the DHCS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by Client, regardless when the claim originates or is submitted by Paradigm to DHCS for payment. Nothing in this Paragraph shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing

schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on payment received by Client from DHCS.

(1) **Substitution of Alternative Fee Terms.** In the event that any of the foregoing fee arrangements or any part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, Paradigm will, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

b. **Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. **Fees for MAA Billing Services.**

(1) **Worker Log Methodology.** If the Worker Log method is the continued method of time study for determining percentage of allowable costs for MAA reimbursement, the MAA Billing Services fee applicable to each fiscal quarter during the Term of the Agreement will be equal to \$112.50 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(2) **RMTS Methodology.** If the RMTS method is approved for determining percentage of allowable costs for MAA reimbursement during the Term of the Agreement, Paradigm will provide substitute time survey services consistent with such methodology, and on thirty (30) days written notice, substitute a new fee arrangement consistent with applicable methodology, law, regulation or court order. Provided however, such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

(3) **Substitution of Alternative Methodology and/or Fee Terms.** In the event that any time survey methodology other than Worker Log or RMTS is approved by DCHS for use by Client in determining the percentage of allowable costs for MAA reimbursement, and/or any of the foregoing fee arrangements or any part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, Paradigm will provide substitute time survey services consistent with such methodology, and on thirty (30) days written notice, substitute a new fee arrangement consistent with applicable methodology, law, regulation or court order. Provided however, such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

(4) Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Certain deviations from this fee structure may prevent Client from recovering these fees as allowable administrative expenses under the MAA reimbursement process.

d. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

11. *Protection of Confidential Information.*

a. Definition. "Confidential Information" shall mean all information in whatever form provided or received by either party in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes Protected Health Information or Personal Information as defined by federal or state law; (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential information shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm's Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Information is set forth in this Agreement, which is a public record.

b. Protection of Confidential Information. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

c. Retention of Confidential Information. Client authorizes Paradigm in its discretion to dispose of service documentation (including but not limited to paper-based documentation such as provider logs) in a manner that preserves the confidentiality of such documentation provided that no documentation of Medi-Cal eligible services shall be discarded earlier than three (3) years after the service date and no documentation of services that are not Medi-Cal eligible shall be discarded earlier than one (1) year after the service date or as otherwise required by law. Provided that in the event of a conflict between this paragraph and any provision of a DUA between Client and DHCS, the terms of the DUA will control.

d. Direct Control By Client. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices received under this Agreement with respect to confidential student information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. Paradigm will treat such Confidential Information as provided more fully in this Agreement, and shall timely report to Client any misuse or unauthorized disclosure of such Confidential Information in accordance with the all applicable federal and state laws and regulations.

e. **Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

f. **Continuing Obligations.** The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. Accuracy of Information.

a. **Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

b. **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. Limitation of Liability.

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to

timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

14. Licenses and Permits.

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. Indemnification.

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses including reasonable attorneys' fees and costs (collectively "**Claims**") to the extent arising from Client's negligence, gross negligence or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be

unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.** Subject to the limitation in sub-paragraph c of this Section, "Termination," the parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

c. **Limit on CRCS Termination Without Cause.** Unless either party terminates Paradigm's performance of CRCS services upon written notice sent no later than 60 days prior to the end of a Fiscal Year for which the CRCS services apply, Paradigm will commence performance of such services and Client will be obligated to pay the full annual CRCS fee.

d. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by Client during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees Client owes to Paradigm shall immediately become due and payable upon receipt of an invoice from Paradigm; and (3) Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

e. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. *Miscellaneous.*

a. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by

facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.

b. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by AAA from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements,

written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 3/4/14

Address:

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

CULVER CITY UNIFIED SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Phone: () - _____

Fax: () - _____

BOARD REPORT

**11/18/14
14.3f**

14.3f Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo

At this time we need to approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo for providing legal assistance to the District.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement as presented.

Moved by:

Seconded by:

Vote:

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2014, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and CULVER CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three years, commencing July 1, 2014, through June 30, 2017. For the period July 1, 2014, through June 30, 2017, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>July 1, 2014-</u> <u>June 30, 2015</u>	<u>July 1, 2015-</u> <u>June 30, 2016</u>	<u>July 1, 2016-</u> <u>June 30, 2017</u>
Senior Partners	\$235.00	\$245.00	\$255.00
Partners/Senior Counsel	\$230.00	\$240.00	\$250.00
Senior Associates	\$225.00	\$235.00	\$245.00
Associates	\$215.00	\$225.00	\$235.00
Electronic Technology Litigation Specialist	\$215.00	\$225.00	\$235.00
Non-Legal Consultants	\$160.00	\$160.00	\$160.00
Senior Paralegals/Law Clerks	\$150.00	\$160.00	\$170.00
Paralegals/Legal Assistants	\$140.00	\$150.00	\$160.00

The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the

course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or
4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, trademark, non-profit organizations, and appellate law, the District agrees to pay the Law Firm an hourly rate higher than the above-stated rates, subject to the prior approval of the District. The District shall be informed of such specialized services and rates prior to any billings by the Law Firm.

V. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and

communications, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement. Although the Law Firm has a financial interest in the work performed by these consultants, the Law Firm is not suggesting or recommending the District utilize consultant services but, rather, offers their services as an accommodation to the District at its sole discretion.

VI. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

VII. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VIII. DURATION

This Agreement shall be effective July 1, 2014, through June 30, 2017, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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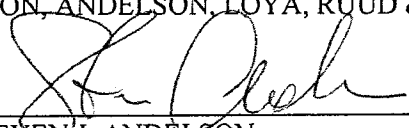
IX. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2014.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 10/28/14

By: 
STEVEN J. ANDELSON

“District”

CULVER CITY UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

BOARD REPORT

**11/18/14
14.3g**

14.3g Approval to Purchase One (1) Transit Van

At this time we need to approve the purchase of a van from Airport Marina Honda for the purpose of replacing the van that suffered irreparable damage in an accident, at a cost of \$32,900, including all taxes and fees.

Quote results are as follows:

Airport Marina Honda	\$32,900
Culver City Honda	\$34,492
Honda of Santa Monica	\$36,455

RECOMMENDED MOTION: That the Board of Education approve the purchase of one van from Airport Marina Honda.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**11/18/14
14.3h**

14.3h Approval of Amendment to Master Architect Agreement with Ghataode Bannon Architects

At this time we need to amend the existing Master Agreement with Ghataode Bannon Architects by \$79,800 for the increase in the scope of their work performed on our Summer Projects.

RECOMMENDED MOTION: That the Board of Education approve the amendments to the agreement with Ghataode Bannon Architects.

Moved by:

Seconded by:

Vote:

**AMENDMENT NO. 1 TO
AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
CULVER CITY UNIFIED SCHOOL DISTRICT AND
GHATAODE BANNON ARCHITECTS
WITH REGARD TO
DESIGN AND CONSTRUCTION ADMINISTRATION OF
SITE IMPROVEMENT PROJECT**

This AMENDMENT NO. 1 TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES (hereinafter referred to as the "Amendment"), is made and entered into this 18th day of November 2014, by and between the CULVER CITY UNIFIED SCHOOL DISTRICT ("District") and GHATAODE BANNON ARCHITECTS ("Architect") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Master Agreement for Architectural Services dated April 1, 2014, ("Agreement") relative to the design and construction administration of the projects for the District's Site Improvement project ("Project"), and at this time desire to amend and supplement the Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Amendment of Agreement.

The scope of work identified in **Exhibit A** to the Agreement as "Scope of Project" is amended and supplemented to include the scope of work described in Additional Architectural Services ("Proposal"), attached hereto and incorporated herein as **Attachment 1**.

Section 6.1 of the Agreement is amended and supplemented to add the payment of consideration to Architect as provided in the Proposal. Such payment of additional funds shall be full compensation for all of Architect's Services incurred in the performance of the scope of work described in the Proposal.

The Schedule of Services set forth in **Exhibit C** to the Agreement is amended and supplemented to add the scope of work described in the Proposal.

Section 2. Other Provisions Reaffirmed

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement relating to scope of work described in the Proposal only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date herein above set forth.

Dated: _____, 2014

Dated: _____, 2014

**CULVER CITY UNIFIED SCHOOL
DISTRICT**

GHATAODE BANNON ARCHITECTS

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ATTACHMENT NO. 1

The scope of work identified in **Exhibit A** to the Agreement as "Scope of Project" is amended and supplemented to include the scope of work as follows:

Additional Architectural Services on 2014 Site Improvement Project: NTE \$79,800.

3 Additional Relocatable Classrooms
DSA pre-paid fees
Closeout of Site Improvement Project

BOARD REPORT

**11/18/14
14.3i**

14.3i Approval of Resolution #8 / 2014-15 – Local Reserve Cap

It is recommended that the Board of Education pass the attached resolution regarding the Local Reserve Cap.

RECOMMENDED MOTION: That the Board of Education approve attached Resolution #8/2014-15.

Moved by:

Seconded by:

Vote:

**CULVER CITY UNIFIED SCHOOL DISTRICT
RESOLUTION #8 / 2014-2015**

**Resolution of the Board of Education of Culver City Unified School District Regarding the
Local Reserve Caps**

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the Culver City Unified School District currently maintains a reserve of approximately 28% for purposes of supporting the substantial maintenance costs associated with our investment in capital improvements of the proceeds of our Measure CC Bond that will not be sufficiently met through our current Routine Repair and Maintenance annual budget; increasing our investment in school-based technology equipment and supplies that will not be sufficiently met through our current annual general fund budget; making extremely large investments in Textbook Adoptions in the near future that will not be sufficiently met from our current annual budget resources for such expenditures; making temporary and judicious use of our unrestricted reserves in order to maintain our commitment to move our employees' salaries from near the bottom up to the median in Los Angeles County within the next three years; increasing our credit rating on our own merits so that the borrowing costs of future bond issuances are not increased due to

the arbitrary forced reduction by the State to our level of unrestricted reserves; To maintain close to our current levels of service during recent years in spite of substantial reductions in State funding levels, and which would continue to do so even as the State's economy, which is highly leveraged and overly dependent on rapidly fluctuating economic factors and conditions, may suffer cash flow shortages in the future exceeding that which might be offset by even a significant "Rainy Day" fund balance as proposed in Proposition 2; and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10; and

WHEREAS, SB 858, Sec. 27 Education Code 42127.01, will become operative should voters pass Proposition 2 on the November 2014 state ballot, and will require school districts to spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and
WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Culver City Unified School District calls upon the Legislature and the Governor to repeal the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.

ADOPTED, SIGNED AND APPROVED this 18th day of November, 2014.

CULVER CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

President

ATTEST:

Secretary

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?



Culver City Unified School District Board Self Assessment



Evaluator _____ Date: _____

1=Failing 2=Poor 3=Satisfactory 4=Good 5=Commendable

In your opinion, did every Board Member:

1 2 3 4 5

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Study the agenda prior to the meeting and clarify questions in advance?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Participate in the meeting, with no one dominating?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Listen attentively as each participant spoke, avoiding side conversations?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Treat each other with respect and courtesy?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contribute to an atmosphere of trust and openness?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Focus on governance rather than operations during presentations and discussions?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow the agenda and not get sidetracked?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was information provided in a manner that made it easily understandable?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was the agenda well-planned to focus on the work of the Board?

Comments:

CCUSD: Success for ALL Takes US ALL!