

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

April 14, 2015

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

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

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

- 3.1 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)
- 3.2 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)

- 3.3 Public Appointment/Employment (Pursuant to GC §54957)
Certificated Personnel Services Report No. 14
Classified Personnel Services Report No. 14

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

- 5.1 Roll Call – Board of Trustees
Nancy Goldberg, President
Steven M. Levin, Ph.D., Vice President
Katherine Paspalis, Esq., Clerk
Susanne Robins, Member
Laura Chardiet, 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 – March 10, 2015
- 9.2 Approval is Recommended for Purchase Orders
- 9.3 Approval is Recommended for the Certificated Personnel Reports No. 14
- 9.4 Approval is Recommended for the Classified Personnel Reports No. 14
- 9.5 Approval is Recommended for the Culver City Middle School Single Plan for Student Achievement
- 9.6 Approval is Recommended for the Williams Quarterly Report on Uniform Complaints

10. **AWARDS, RECOGNITIONS AND PRESENTATIONS**

- 10.1 California College Guidance Initiative (CCGI) Presentation

- 10.2 Spotlight on Education – Culver City High School
- 10.3 CALPADS Data Management Recognition

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 5020, Students – Parent Rights and Responsibilities
- 12.2 First Reading of New Administrative Regulation 4112.4, Health Examinations

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

- 14.1a Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates

Motion by _____ Seconded by _____ Vote _____

14.2 Education Services Items

14.2a Approval is Recommended for the Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Approval is Recommended for the Hazard Mitigation Plan Consultant Agreement Pursuant to Our Agreement with the City of Culver City

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for the Agreement with Total Compensation Systems for Preparation of Actuarial Report of Retiree Health and Welfare Benefits

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended for the Agreement with Shade structures, Inc. to Provide Additional Shade Covering for the El Marino Language School

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for the Agreement with LACOE to Provide High Speed Internet Service

Motion by _____ Seconded by _____ Vote _____

14.3e Approval is Recommended for the Agreement with Corinne Loskot for Consulting Services Related to State Facilities Funding

Motion by _____ Seconded by _____ Vote _____

14.3f Approval is Recommended for the Pre-Qualifying of Balfour Beatty's Sub-contractors through a Formal Request for Proposal Process

Motion by _____ Seconded by _____ Vote _____

14.3g Approval is Recommended for the Change Order (Amendment No. 3) for the Major Improvements to the Athletic Field Project

Motion by _____ Seconded by _____ Vote _____

14.3h Approval is Recommended for Resolution #20/2014-2015 – Piggy-back on Hemet USD Public Bid Process and Approve Purchase of Two Thomas Built Buses

Motion by _____ Seconded by _____ Vote _____

14.3i Approval is Recommended for the Agreement with Signature System Group, LLC for the Rental of Protective Tiles for Chabola Stadium Artificial Turf

Motion by _____ Seconded by _____ Vote _____

14.3j Approval is Recommended for the Agreement with Southland Industrices

Motion by _____ Seconded by _____ Vote _____

14.3k Approval is Recommended for the Agreement with School Services of California, Inc. to Provide Current Information Regarding California School Regulations

Motion by _____ Seconded by _____ Vote _____

14.3l Approval is Recommended for the Agreement with Causey Demgen & Moore P.C. to Provide Arbitrage Study Related to the Refinancing of Measure T Bonds in 2005

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for Resolution #21-2014/2015, Catastrophic Leave for Classified Employee

Motion by _____ Seconded by _____ Vote _____

15. BOARD BUSINESS

15.1 Board Self-Evaluation

16. ADJOURNMENT

Motion by _____ Seconded by _____ Vote _____

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

FUTURE MEETINGS

April 28 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), District Office, (Board Room), 4034 Irving Place
May 12 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, (Board Room), 4034 Irving Place

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>March 10, 2015</u> |
| Place: | <u>District Administration Office</u> | Time: | <u>6:00 p.m. – Public Meeting</u> |
| | <u>4034 Irving Place</u> | | <u>6:01 p.m. – Closed Session</u> |
| | <u>Culver City 90232</u> | | <u>7:00 p.m. – Public Meeting</u> |

Board Members Present

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

Staff Members Present

David LaRose, Superintendent
Kati Krumpe
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Goldberg 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 7:00 p.m. with all Board members in attendance. Miss Ronae Pumphries led the Pledge of Allegiance.

Report from Closed Session

Ms. Goldberg reported that the Governing Board met in Closed Session regarding issues listed on today's Closed Session agenda and announced that the following reportable actions were taken. In closed session the Board took action to release two (2) temporary and one (1) long term substitute certificated employees effective as of the end of the 2014/2015 school year. The roll call vote was as follows: 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

8. Adoption of Agenda

It was moved by Ms. Paspalis and seconded by Ms. Chardiet that the Board adopt the March 10, 2015 agenda 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.

9. Consent Agenda

Ms. Goldberg called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. No items were withdrawn from the agenda by audience members or the Board. Ms. Paspalis stated that there was a small amendment to item 9.2. There was one item that was inadvertently duplicated. It was moved by Dr. Levin and seconded by Ms. Chardiet that the Board approve Consent Agenda Items 9.1 as presented; 9.2 as amended; and 9.3 – 9.7 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.

- 9.1 Minutes of Regular Meeting – February 24, 2015
- 9.2 Purchase Orders and Warrants
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 13
- 9.5 Classified Personnel Reports No. 13
- 9.6 Enrollment Report
- 9.7 Culver City High School “Sojourn to the Past” Field Trip, March 27 through April 2, 2014

10. Awards, Recognitions and Presentations

10.1 American Citizenship Awards

Mr. LaRose and the Assistant Superintendents read the names and accomplishments of each school’s recipients of the American Citizenship Award for the month of March. The recipients were Emely Rivas from El Marino School; Yasmin Kabir El Rincon Elementary; Jeremy Iglesias La Ballona School; Melanie Maqueda and Andrea Mazariegos from Linwood E. Howe School; Camille Haskin from Farragut School; Nadia Tillmon from Culver

City Middle School; Monica Lepe from Culver Park High School; and Paige Rothfarb from Culver City High School. Board members presented each recipient with a pin and certificate; and thanked the students and their families for attending the meeting.

10.2 Spotlight on Education – Culver City Middle School

Dr. Krumpe announced that she was in attendance with Dr. Linsey Gotanda, Principal of Culver City Middle School at the Schools to Watch event where she was presented with a plaque from Tom Torlakson to honor the Middle School as a School to Watch. Board Member Susanne Robins also went to the event in Sacramento to accept the recognition. This is the fourth time that the school has received this recognition. While Dr. Gotanda was preparing her presentation it was decided to move on to Mr. LaRose's report and then she would proceed.

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose reported on his attendance at the Region 33 Diversity Inclusion Conference hosted by the PTA. He was invited by the District's PTA Council President Jody Reichel. The focus of the conference was "Are you Including Me." He is looking forward to the first pitch event at the baseball field tomorrow at 3:00 p.m. He stated that the field looks phenomenal as does the whole campus. Mr. LaRose stated that he walked the whole campus and found one small wrapper. The students are really using the new trash/recycle bins and taking pride in their school. The first pitch on the softball field will be on the 19th. Mr. LaRose attended a Culver City Compact meeting today with Ms. Chardiet and Ms. Robins. He stated that the conversation was about how to make the document of the Compact an action-making document. Mr. LaRose reported on Mike Mattos' visit to the District and stated that his meetings with the school site teams were very productive. Mr. LaRose also reported that Mr. Rick Warren will be speaking on Kids at Hope on April 7th at Robert Frost Auditorium at 6:00 p.m.

10.2 Spotlight on Education – Culver City Middle School

Principal Linsey Gotanda reported on how the PLCs are using their time and how they are responding to their guiding question 3. She stated that the 8th grade social studies teacher said they are building together and not just sharing. Dr. Gotanda informed the Board about how they are implementing common core in math at the Middle School. She also shared how she spoke to students about how they feel about math. Dr. Gotanda spoke about the programs they have in place to get CCMS students to the "next level." She discussed the P.A.W.S. Program and stated that it is a program that is to help students with their classes. She also spoke about P.A.W.S. Fun Fridays. Dr. Levin asked Dr. Gotanda if she would like to address question four which is What do we do when the students do get it? Dr. Gotanda stated that the school has extension activities. There are also a group of students that are on a Junior Honor Society. That time for extension activities is utilized for what the students may need and these students are some of the higher performing students. Ms. Robins stated that it is nice to see students advocating for themselves.

11.2 Assistant Superintendents' Reports

Dr. Krumpe reported on her attendance at a successful DCAT meeting last week where there was a visual arts focus. She stated that Sony has given five thousand dollars per school to extend trying to emphasize the Pathway Awards which is a seal of bi-literacy at graduation. They looked at a number of ways to get the students to stay on their bi-literacy pathways.

Mrs. Lockhart reported that the Human Resources Department took part in their first virtual job faire and there were five thousand registered job seekers. Mrs. Lockhart informed the Board as to how the virtual job faire worked and how interesting it was for a first experience. She reported that Monday was ACSA legislative Action Day and she will go through advocacy training on Sunday.

Mr. Reynolds informed the Board about items coming up on the agenda for their approval. He stated that Mr. Kearney and Dr. Krumpe will be presenting information about the Second Interim and the LCAP. Mr. Reynolds gave a brief overview of the upcoming presentation from Charles Wren and Gil Fullen.

11.3 Student Representatives' Reports

Middle School Student Representative

Falon Legeaux, Culver City Middle School Student Representative, was not present. Ronae Pumphries provided the Board with the report in Miss Legeaux's absence. Miss Pumphries stated that Open House at the Middle School will take place tomorrow from 6-8:00 p.m. She stated that the Book Faire is going on throughout this week; and the OLWEUS Art Work is around the school.

Culver Park Student Representative

Ya'Elle Wright, Culver Park High School Student Representative, reported on activities at Culver Park High School, including beautification at the school. She stated that Culver Park has received their recycling bins also and the parents are using them. Parent volunteers have offered to bring in rocks, plants, and other items for their garden. Miss Wright also reported on the UCLA Steps Mentoring Program and stated that they are planning a trip to UCLA. The school has also partnered with the YMCA for a Physical Education Program. Miss Wright participated in a run from the school to the YMCA which was great but a little challenging.

Culver City High School Student Representative/Student Board Member

Natalia Saucedo, Student Board Member, reported on activities at Culver City High School. She began her report by stating that she thinks it would be great look into having other languages taught in the District as she referenced Dr. Krumpke's comments in her prior report. Miss Saucedo reported that ASB is planning their annual Springfest event. She reported on a lunch event hosted by CPY students to help the debate students. Miss Saucedo stated that ASB was also very appreciative to be included in the process of the Principal search.

11.4 Members of the Audience

Members of the audience spoke about:

- Shauna Zelig thanked the Board for approving the air filter system at El Marino. She stated that a friend pulled her student out of the school because of the unhealthy air at the school due to its close proximity to the freeway. Ms. Zelig asked if the doors have to stay closed for the filters to be effective.
- Tammy Bersing-Steiner stated that she is a parent of a 3rd grader at El Marino. She thanked the Board for the air filters, but urged them to install air conditioner along with the air filters.
- Christina Dronen spoke about the effects of breathing in air from the freeway. She stated her concerns and will be removing her daughter from the school.
- Dr. Rania Sabty-Daily thanked the District for getting them where they are today with the air filters. She gave a review of the efforts that have been made to date, and then spoke about the breakdown of communication with the District. They would like to hear a timeline on the installation of a filtration system because parents are getting anxious. Mr. LaRose responded that staff will make sure that there is more communication and that timelines are put out there. He stated that we also want to measure the impact of the interventions

11.5 Members of the Board

Board Members spoke about:

- Dr. Levin had two requests. The first was to have presenters set up and try out their presentations on the computer while the Board is meeting in Closed Session. Secondly, Dr. Levin asked to have the Board Meeting Calendar for 2015-2016 agendaized. He stated that he had a good meeting with Dr. Krumpke, Mr. LaRose and Ms. Robins regarding IEPs and addressing some of his concerns that he spoke about at the last Board meeting. The Parent Engagement Night was very successful and terrific. He announced that the Middle School's Open House is tomorrow night, and he gave a "shout out" to the Robotics Team for their upcoming competition.
- Ms. Paspalis stated that the Parent Engagement Night was very engaging. The Casino Night event hosted by the High School Booster Club was a lot of fun and a good night to see the community coming together. The Culver Palms YMCA (CPY) has one hundred and six kids in it, most of which are from Culver High. The students get a lot of the programs such as leadership skills.

- Ms. Chardiet reported on Casino Night. She thanked all of the workers for bringing the Vegas feel to Culver City. The Culver City Compact reconvening meeting was “awesome.” She gave commendations to Mr. LaRose for his speech at the PTA 33rd District Awards.
- Ms. Robins was thrilled that Mrs. Lockhart is connecting with the City on internships. She reported on her time in Sacramento and said she had a great time representing our Middle School as they received their award. Ms. Robins also stated that CSBA delivered a big stack of Resolutions to the State in regards to the reserve cap.
- Ms. Goldberg stated that CPY is an excellent program. She attended The Whole Child meeting and it was great. She has been reading “Smartest Kids in the World” and it is a great book. She told the audience that their educational system is in good hands with her four colleagues.

12. Information Items

12.1 2014-2015 Second Interim Report and LCAP

Dr. Krumpe began the presentation. Because of the District’s work she stated that the District has been invited to be a part of a Think Tank with Stanford and Berkeley. They are talking about highlighting CCUSD on our partnership between the Educational Services and Business Services Departments. Researchers from Berkeley will be coming on April 21st. Dr. Krumpe provided the Board with an LCAP update on implementation, the annual update and next steps. Mr. Kearney then provided the Board with a summary of the Second Interim Report. He included discussion on the ending balances, notable differences from the First Interim Report in the General Fund, and the Multi-Year Projection.

12.2 Construction Project Delivery Options

Mr. Gil Fullen of Balfour Beatty Construction and Mr. Charles Wren of Harris & Associates provided information about delivery options for the District’s construction projects. Kevin Lachoff, of the Culver City Chamber, stated that they supported Measure CC. The Chamber urges the Board to level the playing field and allow the local small business to bid on the RFPs. Steven Rose, CEO of the Culver City Chamber of Commerce stated that the Chamber was the only organization that has supported all four measures the District requested over the years. He has a concern over expenditures and that the District extends the RFP to local businesses. It is the Board’s responsibility to spend the bond money wisely. Chris Hannan asked that the Board consider a Project Labor Agreement so that it opens up more people to be able to bid. Sydney Kamlager spoke on behalf of Senator Karen Bass. She would like the Board to consider a Project Labor Agreement. Ms. Kamlager spoke about the positive effects of a having a Project Labor Agreement.

Dr. Levin spoke about Project Delivery Methods. He looked at it as cost vs. risk or uncertainty. He did not know if there should be a different delivery for each project of one type across all of them. Mr. Wren responded that it is in determination. Ms. Goldberg read a statement from former Board member, Julie Lugo Cerra, where she stated her concerns. Ms. Lugo Cerra believes the local businesses should be considered whether or not they are union. Ms. Chardiet stated that after visiting the apprenticeships she does not know how those programs survive without the unions. Ms. Paspalis would like to get additional information. She stated that there are a plethora of varied project types that would require many types of trades. She suggests having a Board workshop. Dr. Levin suggests a PLA imposed by the Board would be a constraint to Harris & Associates and Balfour Beatty. Dr. Levin suggests that the Board come to a meeting where they are prepared to speak to the topic and give their opinions. Ms. Robins has similar thoughts as Dr. Levin. She stated that the Board hired professionals to advise them on the best approach. She does not want to do anything to shut anyone out, but she thinks it is just too early to speak about a PLA.

12.3 First Reading of Board Bylaw 9322, Agenda/Meeting Materials

Board members reviewed the Bylaw. There were no revisions so the Board Bylaw will be brought to the next meeting for approval.

13. Recess

The Board recessed at 9:05 p.m. and reconvened at 9:15 p.m.

14. Action Items**14.1 Superintendent's Items****14.1a Approval is Recommended for Resolution #17/2014-2015 Whole Child Resolution**

It was moved by Dr. Levin and seconded by Ms. Chardiet that the Board approve Resolution #17/2014-2015 Whole Child Resolution as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

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

It was moved by Ms. Chardiet and seconded by Ms. Paspalis that the Board approve the Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.1c Approval is Recommended for the 2015 CSBA Delegate Assembly Ballot

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

14.2 Education Services Items**14.2a Second Reading and Adoption of Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program**

It was moved by Ms. Paspalis and seconded by Ms. Chardiet that the Board approve Revised Board Policy and Administrative Regulation 6159, Instruction – Individualized Education Program as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2b Second Reading and Adoption of New Board Policy and Administrative Regulation 6164.41, Instruction – Children with Disabilities Enrolled by their Parents in Private School

It was moved by Ms. Chardiet and seconded by Ms. Paspalis that the Board adopt the New Board Policy and Administrative Regulation 6164.41, Instruction – Children with Disabilities Enrolled by their Parents in Private School as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2c Second Reading and Approval of Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials

It was moved by Ms. Chardiet and seconded by Ms. Robins that the Board approve Revised Board Policy and Administrative Regulation 6161.1, Instruction – Selection and Evaluation of Instructional Materials as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2d Second Reading and Approval of Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy

It was moved by Ms. Chardiet and seconded by Ms. Paspalis that the Board approve Revised Board Policy and Administrative Regulation 5113.1, Students – Chronic Absence and Truancy as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2e Approval is Recommended for the Contract between Culver City Unified and STAR, Inc.

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

14.2f Approval is Recommended for Textbook Adoption

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

14.3 Business Services Items

14.3a Certification of the 2014-2015 Second Interim Report and LCAP

It was moved by Dr. Levin and seconded by Ms. Paspalis that the Board approve the Certification of the 2014-2015 Second Interim Report and LCAP as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3b Approval is Recommended for Amendment Number 1 to the Athletic Field Phase Two Project Agreement with Balfour Beatty

Mr. Reynolds amended the motion to read, “Amendment Number 3 to the Athletic Field Project Agreement.” It was moved by Ms. Paspalis and seconded by Ms. Chardiet to approve Amendment Number 3 to the Athletic Field Project Agreement with Balfour Beatty as amended. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3c Approval is Recommended for the Revised Contract with SCI

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

14.3d Approval is Recommended for the Amendment to Agreement with Harrington Geotechnical Engineering

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

14.4 Personnel Items

14.4a Approval is Recommended for Resolution #18-2014/2015 (HR), To Reinstate Classified Position – Duplicating and Mail Clerk

It was moved by Dr. Levin and seconded by Ms. Chardiet that the Board approve Resolution #18-2014/2015 (HR), To Reinstate Classified Position – Duplicating and Mail Clerk as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

15. Board Business

Ms. Robins reviewed the Board meeting and read her evaluation. She rated all of the areas as 5s (Commendable), except for in the areas of the Board listening attentively, and not getting sidetracked on the agenda which she rated at a 4 (Good).

Adjournment

There being no further business, it was moved by Ms. Paspalis, seconded by Dr. Levin and unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays to adjourn the meeting. Board President M. Goldberg adjourned the meeting at 10:00 p.m. in memory of the ten year anniversary of the passing of her husband Robert Sydney Goldberg.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

BOARD REPORT

4/14/15

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 March 1, 2015 through April 4, 2015 is \$1,146,563.02.

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 March 1, 2015 through April 4, 2015 in the amount of \$1,146,563.02 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Report ID: LAP0009C

District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 3/1/2015 To 4/4/2015
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report
CULVER CITY UNIFIED SD

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WEEKLY

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 |
|----------|---------|------|------|------------|--------------------------|--|--------------------------------------|------|---------|-------|-------|------|---------|-------|---------|----------|----------|
| 03/03/15 | 63121EF | A | | 03/03/2015 | DELL COMPUTER CORP. | COMPUTER SUPP/EQUIP 03/03/2015 | Linwood Howe Elementary 63121EF | 01.0 | 90127.0 | 11100 | 10000 | 4410 | 2020000 | 14-15 | | 744.42 | 744.42 |
| 03/02/15 | 63122EF | A | | 03/02/2015 | CDW-G | COMPUTER SUPP/EQUIP 03/02/2015 | Linwood Howe Elementary 63122EF | 01.0 | 90127.0 | 11100 | 10000 | 4410 | 2020000 | 14-15 | | 953.81 | 953.81 |
| 03/17/15 | 63125EF | A | | 03/17/2015 | CDW-G | COMPUTER SUPP/EQUIP 03/17/2015 | Linwood Howe Elementary 63125EF | 01.0 | 90127.0 | 11100 | 10000 | 4410 | 2020000 | 14-15 | | 451.40 | 451.40 |
| 03/10/15 | 63126EF | C | | 03/10/2015 | SIX FLAGS MAGIC MOUNTAIN | FIELD TRIPS 03/10/2015 | Culver City Middle School 63126EF | 01.0 | 90127.0 | 11100 | 10000 | 5816 | 3010000 | 14-15 | | 1,349.55 | 1,349.55 |
| 03/04/15 | 63287M | C | | 03/04/2015 | TOWN RIDE, INC. | TRANSPORTATION SUPP/EQUIP/SERV 03/04/2015 | Operations 63287M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 385.00 | 385.00 |
| 03/02/15 | 63288M | A | | 03/02/2015 | MARVAC DOW ELECTRONICS | MAINTENANCE SUPP/EQUIP 03/02/2015 | Maintenance 63288M | 01.0 | 81500.0 | 00000 | 81100 | 4380 | 0005040 | 14-15 | | 300.00 | 300.00 |
| 03/02/15 | 63289M | C | | 03/02/2015 | SLR TRANSIT | TRANSPORTATION SUPP/EQUIP/SERV 03/02/2015 | Operations 63289M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 400.00 | 400.00 |
| 03/06/15 | 63290M | A | | 03/06/2015 | TRANSPORTATION CHARTER | TRANSPORTATION SUPP/EQUIP/SERV 03/06/2015 | Operations 63290M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 1,000.00 | 1,000.00 |
| 03/06/15 | 63291M | C | | 03/06/2015 | RYAN'S EXPRESS | TRANSPORTATION SUPP/EQUIP/SERV 03/06/2015 | Operations 63291M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 405.00 | 405.00 |

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

* Prior Year Payments

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

Report ID: LAPO009C
District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 3/1/2015 To 4/4/2015
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Page No. 2
Run Date: 04/04/2015
Run Time: 03:22:49AM
FY: 14-15
WEEKLY

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|--------|------|------|------------|----------------------------------|--|-----------|------|---------|-------|-------|------|---------|-------|---------|-----------|-----------|
| 03/31/15 | 63292M | A | | 03/31/2015 | FAST DEER BUS CHARTER, INC. | TRANSPORTATION SUPP/EQUIP/SERV 03/31/2015 | 63292M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 663.78 | |
| | | | | | | | | | | | | | | | | | 663.78 |
| 03/11/15 | 63293M | A | | 03/11/2015 | TOWN RIDE, INC. | TRANSPORTATION SUPP/EQUIP/SERV 03/11/2015 | 63293M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 1,500.00 | |
| | | | | | | | | | | | | | | | | | 1,500.00 |
| 03/31/15 | 63294M | A | | 03/31/2015 | RUSSELL SIGLER INC. | MAINTENANCE SUPP/EQUIP 03/31/2015 | 63294M | 01.0 | 81500.0 | 00000 | 81100 | 4380 | 0005040 | 14-15 | | 622.33 | |
| | | | | | | | | | | | | | | | | | 622.33 |
| 03/18/15 | 63295M | A | | 03/18/2015 | ABLE CRANE SERVICE, INC. | REPAIRS - OTHER 03/18/2015 | 63295M | 01.0 | 81500.0 | 00000 | 81100 | 5630 | 0005040 | 14-15 | | 600.00 | |
| | | | | | | | | | | | | | | | | | 600.00 |
| 03/18/15 | 63296M | A | | 03/18/2015 | TRANSPORTATION CHARTER | TRANSPORTATION SUPP/EQUIP/SERV 03/18/2015 | 63296M | 01.0 | 00000.0 | 00000 | 36000 | 5871 | 0005041 | 14-15 | | 495.00 | |
| | | | | | | | | | | | | | | | | | 495.00 |
| 03/18/15 | 63297M | A | | 03/18/2015 | AMS ACOUSTICAL MATERIAL SERVICES | MAINTENANCE SUPP/EQUIP 03/18/2015 | 63297M | 01.0 | 81500.0 | 00000 | 81100 | 4380 | 0005040 | 14-15 | | 1,145.96 | |
| | | | | | | | | | | | | | | | | | 1,145.96 |
| 03/18/15 | 63299M | C | | 03/18/2015 | SOUTH BAY HEATING & AIR | REPAIRS - OTHER 03/18/2015 | 63299M | 01.0 | 81500.0 | 00000 | 81100 | 5630 | 0005040 | 14-15 | | 338.58 | |
| | | | | | | | | | | | | | | | | | 338.58 |
| 03/18/15 | 63300M | A | | 03/18/2015 | SPECIALTY DOORS & AUTOMATION | REPAIRS - OTHER 03/18/2015 | 63300M | 01.0 | 81500.0 | 00000 | 81100 | 5630 | 0005040 | 14-15 | | 588.85 | |
| | | | | | | | | | | | | | | | | | 588.85 |
| 03/18/15 | 64144A | A | | 03/18/2015 | EDUCATIONAL BASED SERVICES, | CONTRACTED SERVICES 03/18/2015 | 64144A | 01.0 | 65000.0 | 57700 | 11360 | 5810 | 0004040 | 14-15 | | 60,600.00 | |
| | | | | | | | | | | | | | | | | | 60,600.00 |

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

* Prior Year Payments

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

Page No. **3**
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WEEKLY

3/1/2015 To 4/4/2015

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

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

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 | |
|----------|-------|------|------|------------|------------------------|--------------------------------------|--|------|---------|-------|-------|------|---------|-------|---------|----------|----------|-----------------|
| 03/27/15 | 64419 | C | | 03/30/2015 | WAXIE SANITARY SUPPLY | INSTRUCTIONAL SUPPLIES 03/27/2015 | Undistributed Cal Recycle Grant 64419 | 01.0 | 90800.0 | 00000 | 27000 | 4310 | 0000000 | 14-15 | | 3,355.95 | 3,355.95 | |
| | | | | | | | | | | | | | | | | | | 3,355.95 |
| 03/04/15 | 64478 | A | | 03/04/2015 | FLINN SCIENTIFIC, INC. | INSTRUCTIONAL SUPPLIES 03/04/2015 | Culver City High School 64478 | 01.0 | 07395.0 | 11100 | 10000 | 4310 | 4010000 | 14-15 | | 326.54 | 326.54 | |
| | | | | | | | | | | | | | | | | | | 326.54 |
| 03/02/15 | 64517 | A | | 03/02/2015 | TOMARK SPORTS, INC. | SAFETY SUPP/EQUIP 03/02/2015 | EI Marino Language 64517 | 01.0 | 00000.0 | 11100 | 10000 | 4400 | 2030000 | 14-15 | | 787.45 | 787.45 | |
| | | | | | | | | | | | | | | | | | | 787.45 |
| 03/16/15 | 64519 | A | | 03/16/2015 | RIFTON PRODUCTS LLC | HEALTH SUPP/EQUIP 03/16/2015 | Undistributed Sel.pa 64519 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 591.30 | 591.30 | |
| | | | | | | | | | | | | | | | | | | 591.30 |
| 03/16/15 | 64520 | A | | 03/16/2015 | ADAPTIVEMALL.COM, LLC | HEALTH SUPP/EQUIP 03/16/2015 | Undistributed Sel.pa 64520 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 342.14 | 342.14 | |
| | | | | | | | | | | | | | | | | | | 342.14 |
| 03/16/15 | 64521 | A | | 03/16/2015 | KAYE PRODUCTS, INC. | HEALTH SUPP/EQUIP 03/16/2015 | Undistributed Sel.pa 64521 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 871.53 | 871.53 | |
| | | | | | | | | | | | | | | | | | | 871.53 |
| 03/16/15 | 64524 | A | | 03/16/2015 | RIFTON PRODUCTS LLC | HEALTH SUPP/EQUIP 03/16/2015 | Undistributed Sel.pa 64524 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 911.60 | 911.60 | |
| | | | | | | | | | | | | | | | | | | 911.60 |
| 03/16/15 | 64531 | A | | 03/16/2015 | RIFTON PRODUCTS LLC | HEALTH SUPP/EQUIP 03/16/2015 | Undistributed Sel.pa 64531 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 3,241.75 | 3,241.75 | |
| | | | | | | | | | | | | | | | | | | 3,241.75 |
| 03/03/15 | 64534 | C | | 03/03/2015 | WESTSIDE PRINT CENTER | PRINTING SERVICES 03/03/2015 | Superintendent's Office 64534 | 01.0 | 00000.0 | 00000 | 71000 | 4350 | 0001000 | 14-15 | | 1,433.36 | 1,433.36 | |
| | | | | | | | | | | | | | | | | | | 1,433.36 |

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

* Prior Year Payments

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

Report ID: LAPO009C
District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 3/1/2015 To 4/4/2015
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Page No. 4
Run Date: 04/04/2015
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| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|--------|------|------|------------|--------------------------------|---|--|------|---------|-------|-------|------|---------|-------|---------|-----------|-----------|
| 03/20/15 | 64537A | A | | 03/20/2015 | ABLENET, INC. | INSTRUCTIONAL SUPPLIES 03/20/2015 | Special Education 64537A | 01.0 | 33100.0 | 57700 | 11100 | 4400 | 0004040 | 14-15 | | 125.48 | 125.48 |
| 03/12/15 | 64543 | C | | 03/12/2015 | PARAGON | CONTRACT SERVICES RENDERED 03/12/2015 | Special Education 64543 | 01.0 | 65000.0 | 57700 | 11900 | 5810 | 0004040 | 14-15 | | 4,016.87 | 4,016.87 |
| 03/04/15 | 64554 | A | | 03/04/2015 | BENCHMARK EDUCATION | INSTRUCTIONAL SUPPLIES 03/04/2015 | EI Marino Language 64554 | 01.0 | 07395.0 | 11100 | 10000 | 4310 | 2030000 | 14-15 | | 824.56 | 824.56 |
| 03/04/15 | 64555 | A | | 03/05/2015 | FOLLETT SCHOOL SOLUTIONS, INC. | INSTRUCTIONAL SUPPLIES 03/04/2015 | EI Marino Language La Ballona Elementary 64555 | 01.0 | 00000.0 | 11100 | 10000 | 4310 | 2060000 | 14-15 | | 241.29 | 241.29 |
| 03/04/15 | 64557 | A | | 03/04/2015 | THERAPRO, INC. | TEST/TEST MATERIALS 03/04/2015 | Special Education 64557 | 01.0 | 56400.0 | 57700 | 11100 | 4312 | 0004040 | 14-15 | | 1,643.65 | 1,643.65 |
| 03/04/15 | 64558 | C | | 03/04/2015 | HANDWRITING WITHOUT TEARS | INSTRUCTIONAL SUPPLIES 03/04/2015 | Special Education 64558 | 01.0 | 56400.0 | 57700 | 11100 | 4310 | 0004040 | 14-15 | | 359.34 | 359.34 |
| 03/04/15 | 64559 | C | | 03/04/2015 | APPERSON EDUCATION | OFFICE SUPPLIES 03/04/2015 | Human Resources 64559 | 01.0 | 00000.0 | 00000 | 74000 | 4350 | 0003000 | 14-15 | | 65.80 | 65.80 |
| 03/17/15 | 64560 | A | | 03/17/2015 | US GAMES | PHYSICAL EDUCATION SUPP/EQUIP 03/17/2015 | EI Marino 64560 | 01.0 | 00000.0 | 11100 | 10000 | 4400 | 2030001 | 14-15 | | 1,871.03 | 1,871.03 |
| 03/04/15 | 64562 | A | | 03/04/2015 | SCHOLASTIC INC. | BOOKS | EI Marino Language | 01.0 | 07395.0 | 11100 | 10000 | 4210 | 2030000 | 14-15 | | 11,605.52 | 11,605.52 |

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Report ID: LAPO009C
District: 64444

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FY: 14-15
WEEKLY

Purchase Orders/Buyouts To The Board for Ratification From : 3/1/2015 To 4/4/2015
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|-------|------|------------|------------|---------------------------------|-----------------------------|-----------|------|---------------------------------|-------|-------|------|---------|-------|---------|----------|-----------|
| 03/04/15 | 64563 | A | 03/04/2015 | 03/04/2015 | SOUTHPAW ENTERPRISES | PHYSICAL THERAPY SUPP/EQUIP | 64562 | 01.0 | 56400.0 | 57700 | 11900 | 4400 | 0004025 | 14-15 | | 2,844.23 | 11,605.52 |
| | | | | | | 03/04/2015 | 64563 | | SOUTHPAW ENTERPRISES | | | | | | | 2,844.23 | |
| 03/04/15 | 64564 | A | 03/04/2015 | 03/04/2015 | TRANG V. NGUYEN, O.D., F.A.A.O. | CONTRACTED SERVICES | 64564 | 01.0 | 65000.0 | 57700 | 11360 | 5850 | 0004040 | 14-15 | | 2,550.00 | 2,550.00 |
| | | | | | | 03/04/2015 | 64564 | | TRANG V. NGUYEN, O.D., F.A.A.O. | | | | | | | 2,550.00 | |
| 03/04/15 | 64565 | C | 03/04/2015 | 03/04/2015 | Q PRESS GRAPHIC DESIGN STUDIO | ADVERTISING | 64565 | 11.0 | 06390.0 | 41100 | 27000 | 5830 | 0000010 | 14-15 | | 5,394.57 | 5,394.57 |
| | | | | | | 03/04/2015 | 64565 | | Q PRESS GRAPHIC DESIGN STUDIO | | | | | | | 5,394.57 | |
| 03/04/15 | 64567 | A | 03/04/2015 | 03/04/2015 | EDUCATION WEEK | ADVERTISING | 64567 | 01.0 | 00000.0 | 00000 | 74000 | 5830 | 0003000 | 14-15 | | 5,070.00 | 5,070.00 |
| | | | | | | 03/04/2015 | 64567 | | EDUCATION WEEK | | | | | | | 5,070.00 | |
| 03/16/15 | 64570 | A | 03/16/2015 | 03/16/2015 | BUDDY'S ALL STARS, INC. | ATHLETIC SUPP/EQUIP | 64570 | 01.0 | 00000.0 | 15000 | 10000 | 4400 | 4010000 | 14-15 | | 622.07 | 622.07 |
| | | | | | | 03/16/2015 | 64570 | | BUDDY'S ALL STARS, INC. | | | | | | | 622.07 | |
| 03/20/15 | 64571 | A | 03/20/2015 | 03/20/2015 | BUDDY'S ALL STARS, INC. | ATHLETIC SUPP/EQUIP | 64571 | 01.0 | 00000.0 | 15000 | 10000 | 4400 | 4010000 | 14-15 | | 991.05 | 991.05 |
| | | | | | | 03/20/2015 | 64571 | | BUDDY'S ALL STARS, INC. | | | | | | | 991.05 | |
| 03/13/15 | 64572 | A | 03/13/2015 | 03/13/2015 | BUDDY'S ALL STARS, INC. | ATHLETIC SUPP/EQUIP | 64572 | 01.0 | 00000.0 | 15000 | 10000 | 4400 | 4010000 | 14-15 | | 152.07 | 152.07 |
| | | | | | | 03/13/2015 | 64572 | | BUDDY'S ALL STARS, INC. | | | | | | | 152.07 | |
| 03/04/15 | 64574 | C | 03/04/2015 | 03/04/2015 | NASCO MODESTO | INSTRUCTIONAL SUPPLIES | 64574 | 01.0 | 90400.0 | 11100 | 10000 | 4310 | 2020000 | 14-15 | | 143.62 | 143.62 |
| | | | | | | 03/04/2015 | 64574 | | NASCO MODESTO | | | | | | | 143.62 | |
| 03/02/15 | 64576 | A | 03/02/2015 | 03/02/2015 | REDWOOD PRESS | OFFICE SUPPLIES | 64576 | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 4010001 | 14-15 | | 873.81 | 873.81 |

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

* Prior Year Payments

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|------------|-------|------|------|------------|--|----------------------------|-------------------------|------|---------|-------|-------|------|---------|-------|---------|----------|--------|
| 03/02/2015 | | | | | REDWOOD PRESS | | 64576 | | | | | | | | | 873.81 | |
| 03/06/15 | 64577 | A | | 03/06/2015 | ACSA'S FOUNDATION FOR | ADVERTISING | Human Resources | 01.0 | 00000.0 | 00000 | 74000 | 5830 | 0003000 | 14-15 | | 1,312.00 | |
| 03/06/2015 | | | | | ACSA'S FOUNDATION FOR EDUCATIONAL ADMIN. | | 64577 | | | | | | | | | 1,312.00 | |
| 03/04/15 | 64582 | C | | 03/04/2015 | HERFF JONES, INC. | GRADUATION SUPPLIES | High School | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 4010001 | 14-15 | | 2,671.13 | |
| 03/04/2015 | | | | | HERFF JONES, INC. | | 64582 | | | | | | | | | 2,671.13 | |
| 03/05/15 | 64586 | C | | 03/05/2015 | NATIONAL HONOR SOCIETY OF | MEMBERSHIPS | Culver City High School | 01.0 | 96352.0 | 71100 | 10000 | 5310 | 4010000 | 14-15 | | 50.00 | |
| 03/05/2015 | | | | | NATIONAL HONOR SOCIETY OF SPORTS MEDICIN | | 64586 | | | | | | | | | 50.00 | |
| 03/20/15 | 64587 | A | | 03/20/2015 | C&A ATHLETICS | ATHLETIC SUPP/EQUIP | Culver City High School | 01.0 | 00000.0 | 15000 | 10000 | 4400 | 4010000 | 14-15 | | 1,464.99 | |
| 03/20/2015 | | | | | C&A ATHLETICS | | 64587 | | | | | | | | | 1,464.99 | |
| 03/06/15 | 64588 | C | | 03/06/2015 | KIMO ESTORES | CONTRACT SERVICES RENDERED | Adult School | 11.0 | 06390.0 | 41100 | 10000 | 5890 | 0000010 | 14-15 | | 900.00 | |
| 03/06/2015 | | | | | KIMO ESTORES | | 64588 | | | | | | | | | 900.00 | |
| 03/06/15 | 64589 | A | | 03/06/2015 | McGRAW-HILL SCHOOL EDUCATION | BOOKS | Adult School | 11.0 | 90139.0 | 41100 | 10000 | 4110 | 0000010 | 14-15 | | 660.48 | |
| 03/06/2015 | | | | | McGRAW-HILL SCHOOL EDUCATION | | 64589 | | | | | | | | | 660.48 | |
| 03/04/15 | 64590 | C | | 03/04/2015 | MELROSEMACK, INC. | REPAIRS - OTHER | Technology | 01.0 | 00000.0 | 00000 | 77000 | 5630 | 0005020 | 14-15 | | 150.00 | |
| 03/04/2015 | | | | | MELROSEMACK, INC. | | 64590 | | | | | | | | | 150.00 | |
| 03/02/15 | 64591 | A | | 03/02/2015 | CDW-G | COMPUTER SUPP/EQUIP | Special Projects | 01.0 | 02222.0 | 11100 | 10000 | 4400 | 0004030 | 14-15 | | 946.06 | |
| 03/02/2015 | | | | | CDW-G | | 64591 | | | | | | | | | 946.06 | |
| 03/05/15 | 64592 | C | | 03/05/2015 | EDUCATIONAL DATA SYSTEMS, INC. | CONTRACT SERVICES RENDERED | Special Projects | 01.0 | 00209.0 | 11100 | 10000 | 5810 | 0004030 | 14-15 | | 86.37 | |

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt | |
|------------|-------|------|------|------------|-----------------------------------|----------------------------|---------------------------|-----------------------------------|---------|-------|-------|------|---------|-------|---------|----------|--------|--|
| 03/05/2015 | | | | | | 03/05/2015 | 64592 | EDUCATIONAL DATA SYSTEMS, INC. | | | | | | | | | 86.37 | |
| 03/04/15 | 64594 | C | | 03/04/2015 | KINOKUNIYA BOOKSTORE | INSTRUCTIONAL SUPPLIES | EI Marino Language | 01.0 | 91400.0 | 11100 | 10000 | 4400 | 2030000 | 14-15 | | 2,464.94 | | |
| 03/04/2015 | | | | | | 03/04/2015 | 64594 | KINOKUNIYA BOOKSTORE | | | | | | | | 2,464.94 | | |
| 03/04/15 | 64595 | A | | 03/04/2015 | CDW-G | COMPUTER SUPP/EQUIP | Special Education | 01.0 | 33100.0 | 50010 | 27000 | 4410 | 0004040 | 14-15 | | 105.81 | | |
| 03/04/2015 | | | | | | 03/04/2015 | 64595 | CDW-G | | | | | | | | 105.81 | | |
| 03/04/15 | 64596 | C | | 03/04/2015 | CENTURY CITY OPTOMETRIC | CONTRACT SERVICES RENDERED | Special Education | 01.0 | 65000.0 | 57700 | 11360 | 5810 | 0004040 | 14-15 | | 945.00 | | |
| 03/04/2015 | | | | | | 03/04/2015 | 64596 | CENTURY CITY OPTOMETRIC CENTER | | | | | | | | 945.00 | | |
| 03/05/15 | 64597 | C | | 03/05/2015 | HOUGHTON MIFFLIN HARCOURT RIVERSI | TEST/TEST MATERIALS | Psych-Soc Work | 01.0 | 56400.0 | 57700 | 31200 | 4312 | 0004023 | 14-15 | | 1,391.48 | | |
| 03/05/2015 | | | | | | 03/05/2015 | 64597 | HOUGHTON MIFFLIN HARCOURT RIVERSI | | | | | | | | 1,391.48 | | |
| 03/04/15 | 64598 | C | | 03/04/2015 | ACI COMMUNICATIONS, | REPAIRS - OFFICE EQUIPMENT | Pupil Services | 01.0 | 00000.0 | 00000 | 39000 | 5630 | 0004020 | 14-15 | | 210.00 | | |
| 03/04/2015 | | | | | | 03/04/2015 | 64598 | ACI COMMUNICATIONS, INC. | | | | | | | | 210.00 | | |
| 03/02/15 | 64599 | A | | 03/02/2015 | FLINN SCIENTIFIC, INC. | INSTRUCTIONAL SUPPLIES | Culver City High School | 01.0 | 07395.0 | 11100 | 10000 | 4310 | 4010000 | 14-15 | | 34.95 | | |
| 03/02/2015 | | | | | | 03/02/2015 | 64599 | FLINN SCIENTIFIC, INC. | | | | | | | | 34.95 | | |
| 03/05/15 | 64600 | C | | 03/05/2015 | CDW-G | COMPUTER SUPP/EQUIP | Culver City Middle School | 01.0 | 07395.0 | 11100 | 10000 | 4410 | 3010000 | 14-15 | | 97.23 | | |
| 03/05/2015 | | | | | | 03/05/2015 | 64600 | CDW-G | | | | | | | | 97.23 | | |
| 03/04/15 | 64601 | A | | 03/04/2015 | HOME DEPOT CREDIT SERVICES | APPLIANCES | Culver City Middle School | 01.0 | 00000.0 | 11100 | 10000 | 4400 | 3010001 | 14-15 | | 557.36 | | |
| 03/04/2015 | | | | | | 03/04/2015 | 64601 | HOME DEPOT CREDIT SERVICES | | | | | | | | 557.36 | | |

**Board List Purchase Order Report
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Purchase Orders/Buyouts To The Board for Ratification From : 3/1/2015 To 4/4/2015
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Change | |
|----------|-------|------|------|------------|----------------------------|------------------------|---------------------------|------|----------------------------|-------|-------|------|---------|-------|---------|---------------|
| | | | | | | | | | | | | | | | Distrib | Amount PO Amt |
| 03/05/15 | 64605 | A | | 03/05/2015 | CDW-G | COMPUTER SUPP/EQUIP | Special Projects | 01.0 | 02222.0 | 11100 | 10000 | 4410 | 0004030 | 14-15 | | 744.07 |
| | | | | | | | Culver City High School | 01.0 | 90127.0 | 11100 | 10000 | 4410 | 4010000 | 14-15 | | 4,620.56 |
| | | | | | | | 64605 | | CDW-G | | | | | | | 5,364.63 |
| 03/02/15 | 64606 | C | | 03/02/2015 | IIRP GRADUATE SCHOOL | CONFERENCE AND TRAVEL | Culver City High School | 01.0 | 02222.0 | 11100 | 10000 | 5220 | 4010000 | 14-15 | | 600.00 |
| | | | | | | | 64606 | | IIRP GRADUATE SCHOOL | | | | | | | 600.00 |
| 03/02/15 | 64609 | A | | 03/02/2015 | TOMARK SPORTS, INC. | REPAIRS - OTHER | Culver City High School | 01.0 | 00000.0 | 00000 | 81100 | 5630 | 4010000 | 14-15 | | 595.00 |
| | | | | | | | 64609 | | TOMARK SPORTS, INC. | | | | | | | 595.00 |
| 03/05/15 | 64610 | C | | 03/05/2015 | MELROSEMAC, INC. | COMPUTER SUPP/EQUIP | Technology | 01.0 | 00000.0 | 00000 | 77000 | 4410 | 0005020 | 14-15 | | 1,346.85 |
| | | | | | | | 64610 | | MELROSEMAC, INC. | | | | | | | 1,346.85 |
| 03/04/15 | 64611 | A | | 03/04/2015 | OFFICE DEPOT | OFFICE SUPPLIES | Undistributed Gen'l Admin | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 0000000 | 14-15 | | 112.63 |
| | | | | | | | 64611 | | OFFICE DEPOT | | | | | | | 112.63 |
| 03/06/15 | 64612 | A | | 03/06/2015 | THE MASTER TEACHER, INC. | SUBSCRIPTIONS | Superintendent's Office | 01.0 | 00000.0 | 00000 | 71000 | 4313 | 0001000 | 14-15 | | 396.00 |
| | | | | | | | 64612 | | THE MASTER TEACHER, INC. | | | | | | | 396.00 |
| 03/05/15 | 64613 | C | | 03/05/2015 | CDW-G | COMPUTER SUPP/EQUIP | Technology | 01.0 | 00000.0 | 00000 | 77000 | 4410 | 0005020 | 14-15 | | 4,967.33 |
| | | | | | | | 64613 | | CDW-G | | | | | | | 4,967.33 |
| 03/12/15 | 64614 | A | | 03/12/2015 | ORIENTAL TRADING CO., INC. | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4340 | 2050000 | 14-15 | | 399.90 |
| | | | | | | | 64614 | | ORIENTAL TRADING CO., INC. | | | | | | | 399.90 |
| 03/16/15 | 64615 | A | | 03/16/2015 | HEINEMANN PUBLISHING | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 07395.0 | 11100 | 10000 | 4320 | 2050000 | 14-15 | | 1,402.14 |
| | | | | | | | 64615 | | HEINEMANN PUBLISHING | | | | | | | 1,402.14 |

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Purchase Orders/Buyouts To The Board for Ratification From: 3/1/2015 To 4/4/2015
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|-------|------|------|------------|-------------------------------|--|-------------------------------|------|--------------------------------------|-------|-------|------|---------|-------|---------|----------|----------|
| 03/09/15 | 64616 | A | | 03/09/2015 | UZIBULL | INSTRUCTIONAL SUPPLIES 03/09/2015 | Ei Rincon Elementary 64616 | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2040000 | 14-15 | | 1,012.88 | 1,012.88 |
| | | | | | | | | | UZIBULL | | | | | | | 1,012.88 | |
| 03/06/15 | 64617 | C | | 03/06/2015 | LINWOOD E. HOWE BOOSTER CLUB | MEMBERSHIPS 03/06/2015 | Farragut 64617 | 01.0 | 00000.0 | 11100 | 10000 | 5310 | 2050001 | 14-15 | | 100.00 | 100.00 |
| | | | | | | | | | LINWOOD E. HOWE BOOSTER CLUB | | | | | | | 100.00 | |
| 03/09/15 | 64618 | A | | 03/05/2015 | CPI | BOOKS 03/05/2015 | Special Education 64618 | 01.0 | 33100.0 | 57700 | 11100 | 4210 | 0004040 | 14-15 | | 1,053.13 | 1,053.13 |
| | | | | | | | | | CPI | | | | | | | 1,053.13 | |
| 03/06/15 | 64619 | A | | 03/06/2015 | RAPID ASSIST TECHNOLOGY, INC. | INSTRUCTIONAL SUPPLIES 03/06/2015 | OT and APE 64619 | 01.0 | 56400.0 | 57700 | 11900 | 4400 | 0004025 | 14-15 | | 255.34 | 255.34 |
| | | | | | | | | | RAPID ASSIST TECHNOLOGY, INC. | | | | | | | 255.34 | |
| 03/06/15 | 64620 | A | 1 | 03/10/2015 | OFFICE DEPOT | OFFICE SUPPLIES 03/06/2015 | Psych-Soc Work 64620 | 01.0 | 56400.0 | 57700 | 31200 | 4400 | 0004023 | 14-15 | | 348.21 | 348.21 |
| | | | | | | | | | OFFICE DEPOT | | | | | | | 348.21 | |
| 03/06/15 | 64621 | C | | 03/06/2015 | HAWTHORNE EDUCATIONAL | TEST/TEST MATERIALS 03/06/2015 | Psych-Soc Work 64621 | 01.0 | 56400.0 | 57700 | 31200 | 4312 | 0004023 | 14-15 | | 932.10 | 932.10 |
| | | | | | | | | | HAWTHORNE EDUCATIONAL SERVICES, INC. | | | | | | | 932.10 | |
| 03/06/15 | 64622 | C | | 03/06/2015 | LRP PUBLICATIONS | SUBSCRIPTIONS 03/06/2015 | Special Education 64622 | 01.0 | 56400.0 | 50010 | 21000 | 4313 | 0004040 | 14-15 | | 344.50 | 344.50 |
| | | | | | | | | | LRP PUBLICATIONS | | | | | | | 344.50 | |
| 03/06/15 | 64623 | C | | 03/06/2015 | WESTERN PSYCHOLOGICAL | TEST/TEST MATERIALS 03/06/2015 | Psych-Soc Work 64623 | 01.0 | 56400.0 | 57700 | 31200 | 4312 | 0004023 | 14-15 | | 334.60 | 334.60 |
| | | | | | | | | | WESTERN PSYCHOLOGICAL SERVICES | | | | | | | 334.60 | |
| 03/05/15 | 64624 | C | | 03/05/2015 | SPEECH BANANAS, INC. | CONTRACT SERVICES RENDERED 03/05/2015 | Special Education 64624 | 01.0 | 65000.0 | 57700 | 31500 | 5890 | 0004040 | 14-15 | | 825.00 | 825.00 |
| | | | | | | | | | SPEECH BANANAS, INC. | | | | | | | 825.00 | |

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| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|-------|------|------|------------|--------------------------|---|---------------------------------|-----------------------------------|---------|-------|-------|------|---------|-------|---------|----------|----------|
| 03/05/15 | 64625 | A | | 03/05/2015 | TIBURON TELECOMMUNICATIO | SECURITY SUPP/EQUIP/SYSTEM SCHOOL DISTRICTS | Security | 01.0 | 00000.0 | 00000 | 83000 | 4310 | 0001050 | 14-15 | | 841.84 | |
| | | | | | | 03/05/2015 | 64625 | TIBURON TELECOMMUNICATIONS, INC. | | | | | | | | 5,250.00 | 6,091.84 |
| 03/05/15 | 64626 | A | | 03/05/2015 | TIBURON TELECOMMUNICATIO | SECURITY SUPP/EQUIP/SYSTEM | Security | 01.0 | 00000.0 | 00000 | 83000 | 4310 | 0001050 | 14-15 | | 6,136.63 | |
| | | | | | | 03/05/2015 | 64626 | TIBURON TELECOMMUNICATIONS, INC. | | | | | | | | 6,136.63 | |
| 03/05/15 | 64627 | C | | 03/05/2015 | MELROSEMAC, INC. | COMPUTER SUPP/EQUIP | Technology | 01.0 | 00000.0 | 00000 | 77000 | 4410 | 0005020 | 14-15 | | 1,230.00 | |
| | | | | | | 03/05/2015 | 64627 | MELROSEMAC, INC. | | | | | | | | 1,230.00 | |
| 03/05/15 | 64628 | C | | 03/05/2015 | LINDAMOOD-BELL LEARNING | CONFERENCE AND TRAVEL | Resource Specialists | 01.0 | 56400.0 | 50010 | 21000 | 5220 | 0004026 | 14-15 | | 1,358.00 | |
| | | | | | | 03/05/2015 | 64628 | LINDAMOOD-BELL LEARNING PROCESSES | | | | | | | | 1,358.00 | |
| 03/09/15 | 64629 | A | | 03/09/2015 | CDW-G | OFFICE SUPPLIES | Superintendent's Office | 01.0 | 00000.0 | 00000 | 71000 | 4350 | 0001000 | 14-15 | | 318.90 | |
| | | | | | | 03/09/2015 | 64629 | CDW-G | | | | | | | | 318.90 | |
| 03/05/15 | 64630 | A | | 03/05/2015 | WILLIAM V. MACGILL & CO. | OFFICE SUPPLIES | Pupil Services | 01.0 | 00000.0 | 00000 | 31400 | 4350 | 0004020 | 14-15 | | 450.94 | |
| | | | | | | 03/05/2015 | 64630 | WILLIAM V. MACGILL & CO. | | | | | | | | 450.94 | |
| 03/09/15 | 64631 | C | | 03/09/2015 | CASCD | MEMBERSHIPS | Superintendent's Office | 01.0 | 00000.0 | 00000 | 71000 | 5310 | 0001000 | 14-15 | | 45.00 | |
| | | | | | | 03/09/2015 | 64631 | CASCD | | | | | | | | 45.00 | |
| 03/25/15 | 64632 | C | | 03/25/2015 | FAST SIGNS CULVER CITY | SIGNS | Undistributed Cal Recycle Grant | 01.0 | 90800.0 | 00000 | 27000 | 4310 | 0000000 | 14-15 | | 614.95 | |
| | | | | | | 03/25/2015 | 64632 | FAST SIGNS CULVER CITY | | | | | | | | 614.95 | |
| 03/06/15 | 64633 | C | | 03/06/2015 | MELROSEMAC, INC. | COMPUTER SUPP/EQUIP | Linwood Howe Elementary | 01.0 | 90400.0 | 11100 | 21300 | 4410 | 2020000 | 14-15 | | 524.51 | |
| | | | | | | 03/06/2015 | 64633 | MELROSEMAC, INC. | | | | | | | | 524.51 | |

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Change

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|-------|------|------|------------|-----------------------------|---|-----------|------|---------|-------|-------|------|---------|-------|---------|----------|----------|
| 03/06/15 | 64634 | C | | 03/06/2015 | CASCD | CONFERENCE AND TRAVEL 03/06/2015 | 64634 | 01.0 | 40350.0 | 00000 | 21000 | 5220 | 0004030 | 14-15 | | 390.00 | 390.00 |
| 03/06/15 | 64635 | A | | 03/06/2015 | DATALINK | COMPUTER SUPP/EQUIP 03/06/2015 | 64635 | 01.0 | 90141.0 | 11100 | 10000 | 4410 | 0005020 | 14-15 | | 9,486.82 | 9,486.82 |
| 03/09/15 | 64636 | A | | 03/09/2015 | STANISLAUS COUNTY OFFICE OF | INSTRUCTIONAL SUPPLIES 03/09/2015 | 64636 | 01.0 | 31850.0 | 11100 | 10000 | 4310 | 0004030 | 14-15 | | 29.88 | 29.88 |
| 03/09/15 | 64637 | A | | 03/09/2015 | ESPECIAL NEEDS, LLC | PHYSICAL THERAPY SUPP/EQUIP 03/09/2015 | 64637 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 699.64 | 699.64 |
| 03/09/15 | 64638 | A | | 03/09/2015 | PATTERSON MEDICAL | PHYSICAL THERAPY SUPP/EQUIP 03/09/2015 | 64638 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 291.33 | 291.33 |
| 03/09/15 | 64639 | A | | 03/09/2015 | ESPECIAL NEEDS, LLC | HEALTH SUPP/EQUIP 03/09/2015 | 64639 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 230.99 | 230.99 |
| 03/17/15 | 64640 | A | | 03/17/2015 | RIFTON PRODUCTS LLC | PHYSICAL THERAPY SUPP/EQUIP 03/17/2015 | 64640 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 1,612.94 | 1,612.94 |
| 03/31/15 | 64641 | A | | 03/31/2015 | RIFTON PRODUCTS LLC | INSTRUCTIONAL SUPPLIES 03/31/2015 | 64641 | 01.7 | 65003.0 | 50500 | 22000 | 4400 | 0000000 | 14-15 | | 2,919.54 | 2,919.54 |
| 03/11/15 | 64642 | A | | 03/11/2015 | LAKESHORE | INSTRUCTIONAL SUPPLIES 03/11/2015 | 64642 | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2050000 | 14-15 | | 542.84 | 542.84 |

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* Prior Year Payments

| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|----------|-------|------|------|------------|--------------------------------|------------------------|---------------------------|--------------------------------|---------|-------|-------|------|---------|-------|---------|-----------|--------|
| 03/09/15 | 64643 | A | | 03/09/2015 | CDW-G | INSTRUCTIONAL SUPPLIES | Special Projects | 01.0 | 40350.0 | 11100 | 10000 | 4310 | 0004030 | 14-15 | | 42.58 | |
| | | | | | | | 64643 | CDW-G | | | | | | | | 42.58 | |
| 03/09/15 | 64644 | A | | 03/09/2015 | WESTED CAL-SCHLS SOCIAL OFFICE | TEST/TEST MATERIALS | Special Projects | 01.0 | 00209.0 | 00000 | 27000 | 4312 | 0004030 | 14-15 | | 250.00 | |
| | | | | | | | 64644 | WESTED CAL-SCHLS SOCIAL OFFICE | | | | | | | | 250.00 | |
| 03/11/15 | 64645 | A | | 03/11/2015 | MONDO PUBLISHING, INC. | BOOKS | Linwood Howe Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4210 | 2020000 | 14-15 | | 8,808.98 | |
| | | | | | | | Educational Services | 01.0 | 31850.0 | 11100 | 10000 | 4210 | 0004000 | 14-15 | | 5,872.65 | |
| | | | | | | | 64645 | MONDO PUBLISHING, INC. | | | | | | | | 14,681.63 | |
| 03/25/15 | 64646 | A | | 03/26/2015 | XEROX FINANCIAL SERVICE LLC | EQUIPMENT RENTAL/LEASE | Culver City Middle School | 01.0 | 00000.0 | 11100 | 10000 | 5610 | 3010001 | 14-15 | | 8,819.68 | |
| | | | | | | | 64646 | XEROX FINANCIAL SERVICE LLC | | | | | | | | 8,819.68 | |
| 03/09/15 | 64647 | A | | 03/09/2015 | SMART & FINAL | OFFICE SUPPLIES | Culver City High School | 01.0 | 02222.0 | 00000 | 27000 | 4350 | 4010000 | 14-15 | | 2,000.00 | |
| | | | | | | | 64647 | SMART & FINAL | | | | | | | | 2,000.00 | |
| 03/10/15 | 64648 | A | | 03/10/2015 | CDW-G | COMPUTER SUPP/EQUIP | Culver City Middle School | 01.0 | 02222.0 | 11100 | 10000 | 4410 | 3010000 | 14-15 | | 5,380.31 | |
| | | | | | | | Special Projects | 01.0 | 02222.0 | 11100 | 10000 | 4410 | 0004030 | 14-15 | | 1,890.38 | |
| | | | | | | | 64648 | CDW-G | | | | | | | | 7,270.69 | |
| 03/31/15 | 64649 | A | | 03/31/2015 | FARONICS | SOFTWARE | Culver City High School | 01.0 | 96352.0 | 71100 | 10000 | 4340 | 4010000 | 14-15 | | 469.66 | |
| | | | | | | | 64649 | FARONICS | | | | | | | | 469.66 | |
| 03/10/15 | 64650 | C | | 03/10/2015 | ST. FRANCIS HIGH SCHOOL | CONFERENCE AND TRAVEL | Culver City High School | 01.0 | 96352.0 | 71100 | 10000 | 5220 | 4010000 | 14-15 | | 425.00 | |
| | | | | | | | 64650 | ST. FRANCIS HIGH SCHOOL | | | | | | | | 425.00 | |
| 03/17/15 | 64651 | X | 1 | 03/19/2015 | SAN DIEGO COUNTY OFFICE OF | INSTRUCTIONAL SUPPLIES | Special Projects | 01.0 | 42030.0 | 00000 | 21000 | 4310 | 0004030 | 14-15 | | 59.75 | |

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|------------|-------|------|------------|------------|------------------------------|----------------------------|-----------|--------------------------------------|---------|-------|-------|------|---------|-------|----------|--------|--|
| 03/17/2015 | | | | | | | 64651 | SAN DIEGO COUNTY OFFICE OF EDUCATION | | | | | | | | 59.75 | |
| 03/20/15 | 64653 | C | 03/20/2015 | 03/20/2015 | PEDIATRIC THERAPY NETWORK | CONTRACT SERVICES RENDERED | 64653 | 01.0 | 65000.0 | 57500 | 11360 | 5810 | 0004040 | 14-15 | 1,000.00 | | |
| 03/31/15 | 64654 | A | 03/31/2015 | 03/31/2015 | SOUTHWEST SCHOOL SUPPLY | OFFICE SUPPLIES | 64654 | 01.0 | 33100.0 | 50010 | 27000 | 4350 | 0004040 | 14-15 | 102.97 | | |
| 03/17/15 | 64655 | A | 03/17/2015 | 03/17/2015 | DISCOVERY CUBE ORANGE COUNTY | FIELD TRIPS | 64655 | 12.0 | 50250.0 | 85000 | 10000 | 5816 | 0000002 | 14-15 | 400.00 | | |
| 03/18/15 | 64656 | C | 03/18/2015 | 03/18/2015 | COMPUTER CONCEPTS | REPAIRS - OTHER | 64656 | 01.0 | 00000.0 | 00000 | 77000 | 5630 | 0005020 | 14-15 | 283.26 | | |
| 03/10/15 | 64657 | C | 03/10/2015 | 03/10/2015 | CASBO | CONFERENCE AND TRAVEL | 64657 | 01.0 | 00000.0 | 00000 | 73002 | 5220 | 0005010 | 14-15 | 1,890.00 | | |
| 03/18/15 | 64659 | A | 03/18/2015 | 03/18/2015 | BEST BUY FOR EDUCATION | INSTRUCTIONAL SUPPLIES | 64659 | 01.0 | 35500.0 | 38000 | 10000 | 4310 | 0004030 | 14-15 | 2,233.57 | | |
| 03/18/15 | 64660 | A | 03/18/2015 | 03/18/2015 | HEINEMANN PUBLISHING | INSTRUCTIONAL SUPPLIES | 64660 | 01.0 | 90400.0 | 11100 | 10000 | 4310 | 0004000 | 14-15 | 567.50 | | |
| 03/17/15 | 64661 | C | 03/17/2015 | 03/17/2015 | MELROSEMAC, INC. | COMPUTER SUPP/EQUIP | 64661 | 01.0 | 40350.0 | 00000 | 21000 | 4310 | 0004030 | 14-15 | 1,534.91 | | |

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Purchase Orders/Buyouts To The Board for Ratification From : 3/1/2015 To 4/4/2015
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|----------|-------|------|------|------------|---------------------------------|----------------------------|--------------------------------------|------|---------------------------------|-------|-------|------|---------|-------|---------|------------|--------|
| 03/18/15 | 64662 | A | | 03/18/2015 | LAPEL PINS PLUS | OFFICE SUPPLIES | Human Resources 64662 | 01.0 | 00000.0 | 00000 | 74000 | 4350 | 0003000 | 14-15 | | 1,033.68 | |
| | | | | | | 03/18/2015 | | | LAPEL PINS PLUS | | | | | | | 1,033.68 | |
| 03/18/15 | 64663 | A | | 03/18/2015 | COMPLIANCE POSTER COMPANY | OFFICE SUPPLIES | Human Resources 64663 | 01.0 | 00000.0 | 00000 | 74000 | 4350 | 0003000 | 14-15 | | 797.27 | |
| | | | | | | 03/18/2015 | | | COMPLIANCE POSTER COMPANY | | | | | | | 797.27 | |
| 03/11/15 | 64665 | A | | 03/11/2015 | JOHN'S INCREDIBLE PIZZA COMPANY | FIELD TRIPS | Office of Child Development 64665 | 12.0 | 90284.0 | 85000 | 10000 | 5816 | 0000002 | 14-15 | | 638.21 | |
| | | | | | | 03/11/2015 | | | JOHN'S INCREDIBLE PIZZA COMPANY | | | | | | | 638.21 | |
| 03/11/15 | 64666 | A | | 03/11/2015 | MULLIGAN FAMILY FUN CENTER | FIELD TRIPS | Office of Child Development 64666 | 12.0 | 90284.0 | 85000 | 10000 | 5816 | 0000002 | 14-15 | | 2,500.00 | |
| | | | | | | 03/11/2015 | | | MULLIGAN FAMILY FUN CENTER | | | | | | | 2,500.00 | |
| 03/18/15 | 64667 | A | | 03/18/2015 | CRESTLINE COMPANY, INC. | OFFICE SUPPLIES | Human Resources 64667 | 01.0 | 00000.0 | 00000 | 74000 | 4350 | 0003000 | 14-15 | | 3,010.99 | |
| | | | | | | 03/18/2015 | | | CRESTLINE COMPANY, INC. | | | | | | | 3,010.99 | |
| 03/13/15 | 64668 | A | 1 | 03/19/2015 | BUS WEST | BUSES | Operations 64668 | 01.0 | 00000.0 | 00000 | 36000 | 6560 | 0005041 | 14-15 | | 385,106.22 | |
| | | | | | | 03/13/2015 | | | BUS WEST | | | | | | | 385,106.22 | |
| 03/25/15 | 64669 | A | | 03/25/2015 | SETON | OFFICE SUPPLIES | Purchasing 64669 | 01.0 | 00000.0 | 00000 | 73000 | 4350 | 0005030 | 14-15 | | 1,172.85 | |
| | | | | | | 03/25/2015 | | | SETON | | | | | | | 1,172.85 | |
| 03/18/15 | 64670 | C | | 03/18/2015 | THERAPY IN ACTION | CONTRACT SERVICES RENDERED | Special Education 64670 | 01.0 | 65000.0 | 57500 | 11360 | 5810 | 0004040 | 14-15 | | 492.50 | |
| | | | | | | 03/18/2015 | | | THERAPY IN ACTION | | | | | | | 492.50 | |
| 03/24/15 | 64671 | A | | 03/24/2015 | CDW-G | INSTRUCTIONAL SUPPLIES | Special Education 64671 | 01.0 | 33100.0 | 57700 | 11100 | 4310 | 0004040 | 14-15 | | 118.44 | |
| | | | | | | 03/24/2015 | | | CDW-G | | | | | | | 118.44 | |
| 03/18/15 | 64672 | C | | 03/18/2015 | TARA & TAMI FITZKOFF | CONTRACT SERVICES RENDERED | Special Education | 01.0 | 33100.0 | 57500 | 39000 | 5890 | 0004040 | 14-15 | | 870.00 | |
| | | | | | | 03/18/2015 | | | TARA & TAMI FITZKOFF | | | | | | | 870.00 | |

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| PO Date | PO # | Stat | Ord# | Date | Vendor Name | Description | Dept/Site | Fund | Res.Prj | Goal | Funct | Obj | Sch/Loc | BP | Distrib | Amount | PO Amt |
|------------|-------|------|------|------------|-------------------------------|------------------------|--------------------------------------|------|---------|-------|-------|------|---------|-------|---------|----------|----------|
| 03/18/15 | 64673 | A | | 03/18/2015 | AQUARIUM OF THE PACIFIC | FIELD TRIPS | Linwood Howe Elementary 64673 | 01.0 | 91400.0 | 11100 | 10000 | 5816 | 2020000 | 14-15 | | 735.00 | 735.00 |
| 03/18/2015 | | | | | | | 64673 | | | | | | | | | 735.00 | |
| 03/18/15 | 64674 | A | | 03/19/2015 | WELDON, WILLIAMS & LICK, INC. | GRADUATION SUPPLIES | High School 64674 | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 4010001 | 14-15 | | 505.49 | 505.49 |
| 03/18/2015 | | | | | | | 64674 | | | | | | | | | 505.49 | |
| 03/18/15 | 64675 | A | | 03/19/2015 | PARVIZ PRINTING COMPANY, INC. | PRINTING SERVICES | High School 64675 | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 4010001 | 14-15 | | 2,000.00 | 2,000.00 |
| 03/18/2015 | | | | | | | 64675 | | | | | | | | | 2,000.00 | |
| 03/18/15 | 64676 | A | | 03/19/2015 | C & A JEWELRY CASTING MFG. | GRADUATION SUPPLIES | High School 64676 | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 4010001 | 14-15 | | 247.97 | 247.97 |
| 03/18/2015 | | | | | | | 64676 | | | | | | | | | 247.97 | |
| 03/31/15 | 64677 | A | | 03/31/2015 | MONDO PUBLISHING, INC. | BOOKS | Special Projects 64677 | 01.0 | 31850.0 | 11100 | 10000 | 4210 | 0004030 | 14-15 | | 5,374.45 | 5,374.45 |
| 03/31/2015 | | | | | | | 64677 | | | | | | | | | 5,374.45 | |
| 03/17/15 | 64678 | A | | 03/17/2015 | SCOOTER'S JUNGLE | FIELD TRIPS | Office of Child Development 64678 | 12.0 | 90284.0 | 85000 | 10000 | 5816 | 0000002 | 14-15 | | 362.50 | 362.50 |
| 03/17/2015 | | | | | | | 64678 | | | | | | | | | 362.50 | |
| 03/18/15 | 64680 | A | | 03/18/2015 | CANELA SOFTWARE, INC. | SOFTWARE | Nurses-Health Aides 64680 | 01.0 | 56400.0 | 00000 | 31400 | 4340 | 0004027 | 14-15 | | 1,430.20 | 1,430.20 |
| 03/18/2015 | | | | | | | 64680 | | | | | | | | | 1,430.20 | |
| 03/18/15 | 64681 | A | | 03/18/2015 | DISCOUNT RUBBER STAMPS | INSTRUCTIONAL SUPPLIES | Culver City Middle School 64681 | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 3010000 | 14-15 | | 30.57 | 30.57 |
| 03/18/2015 | | | | | | | 64681 | | | | | | | | | 30.57 | |
| 03/18/15 | 64683 | C | | 03/18/2015 | HERFF JONES, INC. | GRADUATION SUPPLIES | High School 64683 | 01.0 | 00000.0 | 00000 | 27000 | 4350 | 4010001 | 14-15 | | 2,270.62 | 2,270.62 |
| 03/18/2015 | | | | | | | 64683 | | | | | | | | | 2,270.62 | |

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|------------|-------|------|------|------------|--------------------------------|----------------------------|------------------------------------|------|---------|-------|-------|------|----------|-------|---------|-----------|--------|
| 03/18/2015 | | | | | HERFF JONES, INC. | | 64683 | | | | | | | | | 2,270.62 | |
| 04/02/15 | 64685 | A | | 04/02/2015 | WILLIAM M. CAREY | CONTRACTED SERVICES | Undistributed Selpa 64685 | 01.7 | 65000.0 | 50500 | 22000 | 5850 | 00000000 | 14-15 | | 4,000.00 | |
| 03/06/15 | 64745 | A | | 03/06/2015 | NEXT GENERATIONS LEADERS, INC. | CONTRACTED SERVICES | Special Education 64745 | 01.0 | 65000.0 | 57500 | 11360 | 5850 | 0004040 | 14-15 | | 2,880.00 | |
| 03/04/15 | 64749 | A | | 03/04/2015 | RANDEE MOLL PETERSON | CONTRACTED SERVICES | Special Education 64749 | 01.0 | 65000.0 | 57500 | 11360 | 5850 | 0004040 | 14-15 | | 7,840.00 | |
| 03/03/15 | 64750 | A | | 03/03/2015 | PERFORMING ARTS CENTER OF L.A. | CONTRACTED SERVICES | EI Marino Language 64750 | 01.0 | 00000.0 | 11100 | 10000 | 5850 | 2030000 | 14-15 | | 4,400.00 | |
| 03/24/15 | 64751 | C | | 03/24/2015 | SCOTT R. PASSARELLA | CONTRACT SERVICES RENDERED | Culver City Middle School 64751 | 01.0 | 00000.0 | 16002 | 10000 | 5850 | 3010000 | 14-15 | | 1,200.00 | |
| 03/03/15 | 64778 | A | | 03/03/2015 | BEACH CITIES LEARNING CENTER | NONPUBLIC SCHOOLS SERVICE | Special Education 64778 | 01.0 | 65000.0 | 57500 | 11800 | 5880 | 0004040 | 14-15 | | 20,797.00 | |
| 03/17/15 | 64795 | A | | 03/17/2015 | VECTOR USA, INC. | SECURITY SUPP/EQUIP/SYSTEM | Security 64795 | 01.0 | 00000.0 | 00000 | 83000 | 4410 | 0001050 | 14-15 | | 28,745.56 | |
| 03/17/15 | 64796 | A | | 03/18/2015 | DATALINK | COMPUTER SUPP/EQUIP | Security 64796 | 01.0 | 00000.0 | 00000 | 83000 | 4410 | 0001050 | 14-15 | | 18,517.01 | |
| 03/18/15 | 64797 | A | | 03/18/2015 | DAILY JOURNAL CORPORATION | ADVERTISING | Fiscal Services | 01.0 | 00000.0 | 00000 | 73000 | 5830 | 0005010 | 14-15 | | 94.12 | |

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|----------|-------|------|------|------------|----------------------------------|----------------------------|---------------------------|------|----------------------------------|-------|-------|------|---------|-------|---------|----------|--------|
| 03/18/15 | 64798 | C | | 03/18/2015 | SUNRISE COMPUTER | INSTRUCTIONAL SUPPLIES | La Ballona | 01.0 | 00000.0 | 11100 | 10000 | 4310 | 2060001 | 14-15 | | 427.07 | |
| | | | | | | | 64798 | | SUNRISE COMPUTER | | | | | | | 427.07 | |
| 03/18/15 | 64800 | A | | 03/18/2015 | CHROMARK CORP | INSTRUCTIONAL SUPPLIES | Culver City Middle School | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 3010000 | 14-15 | | 1,015.42 | |
| | | | | | | | 64800 | | CHROMARK CORP | | | | | | | 1,015.42 | |
| 03/18/15 | 64802 | A | | 03/18/2015 | REGENCY LIGHTING | JANITORIAL SUPP/EQUIP | Custodians | 01.0 | 00000.0 | 00000 | 82002 | 4370 | 0005042 | 14-15 | | 1,000.00 | |
| | | | | | | | 64802 | | REGENCY LIGHTING | | | | | | | 1,000.00 | |
| 03/18/15 | 64803 | C | | 03/18/2015 | COMPUTER CONCEPTS | REPAIRS - OFFICE EQUIPMENT | Culver City High School | 01.0 | 96352.0 | 71100 | 10000 | 5630 | 4010000 | 14-15 | | 358.82 | |
| | | | | | | | 64803 | | COMPUTER CONCEPTS | | | | | | | 358.82 | |
| 03/19/15 | 64804 | A | | 03/19/2015 | MCGRAW HILL CO | BOOKS | Adult School | 11.0 | 90139.0 | 41100 | 10000 | 4110 | 0000010 | 14-15 | | 266.87 | |
| | | | | | | | 64804 | | MCGRAW HILL CO | | | | | | | 266.87 | |
| 03/26/15 | 64805 | A | | 03/26/2015 | EAI EDUCATION | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4320 | 2050000 | 14-15 | | 61.14 | |
| | | | | | | | 64805 | | EAI EDUCATION | | | | | | | 61.14 | |
| 03/26/15 | 64806 | C | | 03/26/2015 | IMAGERY VIDEO PRODUCTIONS | CONTRACT SERVICES RENDERED | Educational Services | 01.0 | 00000.0 | 00000 | 21000 | 5810 | 0004000 | 14-15 | | 275.00 | |
| | | | | | | | 64806 | | IMAGERY VIDEO PRODUCTIONS | | | | | | | 275.00 | |
| 03/26/15 | 64807 | A | | 03/26/2015 | AMERICAN/FOOTHILL PUBLISHING CO. | ADVERTISING | Undistributed Supt's Off | 01.0 | 90146.0 | 00000 | 00000 | 5830 | 0000000 | 14-15 | | 3,312.00 | |
| | | | | | | | 64807 | | AMERICAN/FOOTHILL PUBLISHING CO. | | | | | | | 3,312.00 | |
| 03/26/15 | 64809 | C | | 03/26/2015 | CULVER CITY LIONS CLUB | MEMBERSHIPS | Superintendent's Office | 01.0 | 00000.0 | 00000 | 71000 | 5310 | 0001000 | 14-15 | | 87.00 | |
| | | | | | | | | | | | | | | | | 87.00 | |

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|------------|-------|------|------------|------------|-----------------------------------|-------------|--------------------------------|------|---------|-------|-------|------|---------|-------|---------|-----------|--------|
| 03/26/15 | 64810 | C | 03/26/2015 | 03/26/2015 | CBS ADVERTISING DISTRIBUTORS, LLC | ADVERTISING | Undistributed Supt's Off 64810 | 01.0 | 90146.0 | 00000 | 00000 | 5830 | 0000000 | 14-15 | | 855.00 | |
| 03/26/2015 | | | | | CBS ADVERTISING DISTRIBUTORS, LLC | | | | | | | | | | | 855.00 | |
| 03/19/15 | 64811 | A | 03/19/2015 | 03/19/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64811 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 10,191.42 | |
| 03/19/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 10,191.42 | |
| 03/19/15 | 64812 | A | 03/19/2015 | 03/19/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64812 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 41,714.86 | |
| 03/19/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 41,714.86 | |
| 03/19/15 | 64813 | A | 03/19/2015 | 03/19/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64813 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 44,203.30 | |
| 03/19/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 44,203.30 | |
| 03/19/15 | 64814 | A | 03/19/2015 | 03/19/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64814 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 48,550.21 | |
| 03/19/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 48,550.21 | |
| 03/19/15 | 64815 | A | 03/19/2015 | 03/19/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64815 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 50,828.95 | |
| 03/19/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 50,828.95 | |
| 03/19/15 | 64816 | A | 03/19/2015 | 03/19/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64816 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 53,466.51 | |
| 03/19/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 53,466.51 | |
| 03/20/15 | 64817 | A | 03/20/2015 | 03/20/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64817 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 51,005.75 | |
| 03/20/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 51,005.75 | |
| 03/20/15 | 64818 | A | 03/20/2015 | 03/20/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64818 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | | 4,600.00 | |
| 03/20/2015 | | | | | THE MATH LEARNING CENTER | | | | | | | | | | | 4,600.00 | |

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|----------|-------|------|------------|------------|----------------------------------|------------------------|------------------------------------|------|---------|-------|-------|------|---------|-------|-----------|----------|
| 03/20/15 | 64818 | | | | THE MATH LEARNING CENTER | 03/20/2015 | 64818 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | 4,600.00 | |
| 03/20/15 | 64819 | A | 03/20/2015 | 03/20/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64819 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | 32,191.59 | |
| 03/20/15 | 64820 | A | 03/20/2015 | 03/20/2015 | THE MATH LEARNING CENTER | BOOKS | Undistributed SIMC 64820 | 01.0 | 63000.0 | 11100 | 10000 | 4110 | 0000000 | 14-15 | 4,200.00 | |
| 03/20/15 | 64821 | A | 03/20/2015 | 03/20/2015 | CDW-G | COMPUTER SUPP/EQUIP | Special Education 64821 | 01.0 | 65000.0 | 50010 | 27000 | 4410 | 0004040 | 14-15 | 106.20 | 106.20 |
| 03/24/15 | 64822 | A | 03/24/2015 | 03/24/2015 | ACSA'S FOUNDATION FOR | ADVERTISING | Undistributed Selpa 64822 | 01.7 | 65000.0 | 50500 | 22000 | 5830 | 0000000 | 14-15 | 1,312.00 | 1,312.00 |
| 03/24/15 | 64823 | C | 03/24/2015 | 03/24/2015 | FRIENDS OF THE SANDY SEGAL | ADVERTISING | Culver City Middle School 64823 | 01.0 | 91400.0 | 11100 | 10000 | 5830 | 3010000 | 14-15 | 100.00 | 100.00 |
| 03/26/15 | 64824 | A | 03/27/2015 | 03/27/2015 | TAMS-WITMARK MUSIC LIBRARY, INC. | EQUIPMENT RENTAL/LEASE | Culver City Middle School 64824 | 01.0 | 00000.0 | 16001 | 10000 | 5610 | 3010000 | 14-15 | 1,912.98 | 1,912.98 |
| 03/20/15 | 64825 | C | 03/20/2015 | 03/20/2015 | JOSEPHSON INSTITUTE OF | CONFERENCE AND TRAVEL | Superintendent's Office 64825 | 01.0 | 00000.0 | 00000 | 71000 | 5220 | 0001000 | 14-15 | 2,550.00 | 2,550.00 |
| 03/26/15 | 64826 | A | 03/26/2015 | 03/26/2015 | FISHER SCIENCE EDUCATION | INSTRUCTIONAL SUPPLIES | EI Rincon Elementary 64826 | 01.0 | 91400.0 | 11100 | 10000 | 4310 | 2040000 | 14-15 | 222.50 | 222.50 |
| 03/20/15 | 64827 | A | 1 | 03/26/2015 | LAKESHORE LEARNING | INSTRUCTIONAL SUPPLIES | Special Projects | 01.0 | 31850.0 | 11100 | 10000 | 4310 | 0004030 | 14-15 | 3,739.06 | 3,739.06 |

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|------------|-------|------|------|------------|---------------------------------|--------------------------------|---------------------------|---------------------------------|---------|-------|-------|------|---------|-------|---------|----------|--------|
| 03/20/2015 | | | | | | | 64827 | LAKESHORE LEARNING MATERIALS | | | | | | | | 3,739.06 | |
| 03/25/15 | 64828 | A | | 03/25/2015 | MONDO PUBLISHING, INC. | INSTRUCTIONAL SUPPLIES | Special Projects | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 0004030 | 14-15 | | 5,070.14 | |
| 03/25/2015 | | | | | | | 64828 | MONDO PUBLISHING, INC. | | | | | | | | 5,070.14 | |
| 03/24/15 | 64829 | A | 1 | 03/27/2015 | BARRETT ROBINSON PRODUCTS | DRAPERIES | Culver City High School | 01.0 | 00000.0 | 11100 | 10000 | 4400 | 4010000 | 14-15 | | 3,345.00 | |
| 03/24/2015 | | | | | | | 64829 | BARRETT ROBINSON PRODUCTS | | | | | | | | 3,345.00 | |
| 03/24/15 | 64830 | C | | 03/24/2015 | CRAIG AND DEBORAH COX | TRANSPORTATION SUPP/EQUIP/SERV | Special Education | 01.0 | 65000.0 | 57700 | 11900 | 5210 | 0004040 | 14-15 | | 873.60 | |
| 03/24/2015 | | | | | | | 64830 | CRAIG AND DEBORAH COX | | | | | | | | 873.60 | |
| 03/24/15 | 64831 | A | | 03/24/2015 | OFFICE DEPOT | OFFICE SUPPLIES | Culver City High School | 01.0 | 65200.0 | 57700 | 11960 | 4350 | 4010000 | 14-15 | | 70.96 | |
| 03/24/2015 | | | | | | | 64831 | OFFICE DEPOT | | | | | | | | 70.96 | |
| 03/24/15 | 64832 | A | | 03/24/2015 | EWING IRRIGATION PRODUCTS, INC. | INSTRUCTIONAL SUPPLIES | Culver City High School | 01.0 | 90151.0 | 16002 | 10000 | 4310 | 4010000 | 14-15 | | 2,000.00 | |
| 03/24/2015 | | | | | | | 64832 | EWING IRRIGATION PRODUCTS, INC. | | | | | | | | 2,000.00 | |
| 03/26/15 | 64833 | C | | 03/26/2015 | IIRP GRADUATE SCHOOL | CONFERENCE AND TRAVEL | Culver City Middle School | 01.0 | 30100.0 | 11100 | 10000 | 5220 | 3010000 | 14-15 | | 650.00 | |
| 03/26/2015 | | | | | | | 64833 | IIRP GRADUATE SCHOOL | | | | | | | | 650.00 | |
| 03/26/15 | 64834 | A | | 03/26/2015 | SIMPLE FUN | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2050000 | 14-15 | | 56.94 | |
| 03/26/2015 | | | | | | | 64834 | SIMPLE FUN | | | | | | | | 56.94 | |
| 03/26/15 | 64836 | A | | 03/26/2015 | BARNES & NOBLE BOOKSELLERS | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2050000 | 14-15 | | 20.85 | |
| 03/26/2015 | | | | | | | 64836 | BARNES & NOBLE BOOKSELLERS | | | | | | | | 20.85 | |
| 03/26/15 | 64837 | C | | 03/27/2015 | LACOE | CONFERENCE AND TRAVEL | Special Projects | 01.0 | 40350.0 | 00000 | 21000 | 5220 | 0004030 | 14-15 | | 60.00 | |

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|------------|-------|------|------------|------------|-------------------------------|------------------------|-----------------------------|------|---------|-------|-------|------|---------|-------|---------|----------|--------|--|
| 03/26/2015 | | | | | LACOE | | 64837 | | | | | | | | | | 60.00 | |
| 03/25/15 | 64838 | A | 03/25/2015 | 03/25/2015 | OFFICE DEPOT | OFFICE SUPPLIES | Special Projects | 01.0 | 30100.0 | 11100 | 10000 | 4400 | 0004030 | 14-15 | | 257.53 | | |
| 03/25/2015 | | | | | OFFICE DEPOT | | 64838 | | | | | | | | | 257.53 | | |
| 03/26/15 | 64839 | A | 03/26/2015 | 03/26/2015 | CDW-G | COMPUTER SUPP/EQUIP | Special Projects | 01.0 | 40350.0 | 11100 | 10000 | 4410 | 0004030 | 14-15 | | 774.82 | | |
| 03/26/2015 | | | | | CDW-G | | 64839 | | | | | | | | | 774.82 | | |
| 03/26/15 | 64840 | A | 03/26/2015 | 03/26/2015 | LAKESHORE | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2050000 | 14-15 | | 1,143.86 | | |
| 03/26/2015 | | | | | LAKESHORE | | 64840 | | | | | | | | | 1,143.86 | | |
| 03/26/15 | 64841 | A | 03/26/2015 | 03/26/2015 | SCHOLASTIC INC. | INSTRUCTIONAL SUPPLIES | El Marino Language | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2030000 | 14-15 | | 123.75 | | |
| 03/26/2015 | | | | | SCHOLASTIC INC. | | 64841 | | | | | | | | | 123.75 | | |
| 03/26/15 | 64842 | A | 03/26/2015 | 03/26/2015 | REALLY GOOD STUFF | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2050000 | 14-15 | | 388.87 | | |
| 03/26/2015 | | | | | REALLY GOOD STUFF | | 64842 | | | | | | | | | 388.87 | | |
| 03/26/15 | 64843 | A | 1 | 03/30/2015 | LAKESHORE | INSTRUCTIONAL SUPPLIES | Farragut Elementary | 01.0 | 02222.0 | 11100 | 10000 | 4310 | 2050000 | 14-15 | | 262.72 | | |
| 03/26/2015 | | | | | LAKESHORE | | 64843 | | | | | | | | | 262.72 | | |
| 03/25/15 | 64844 | C | 03/25/2015 | 03/25/2015 | REDWOOD PRESS | FORMS | Purchasing | 01.0 | 00000.0 | 00000 | 73000 | 4350 | 0005030 | 14-15 | | 1,387.37 | | |
| 03/25/2015 | | | | | REDWOOD PRESS | | 64844 | | | | | | | | | 1,387.37 | | |
| 03/25/15 | 64845 | C | 03/25/2015 | 03/25/2015 | EL CHEAPO LIFTS | EQUIPMENT RENTAL/LEASE | Culver City High School | 14.0 | 06205.0 | 00000 | 81100 | 5630 | 4010000 | 14-15 | | 585.00 | | |
| 03/25/2015 | | | | | EL CHEAPO LIFTS | | 64845 | | | | | | | | | 585.00 | | |
| 03/30/15 | 64846 | C | 03/30/2015 | 03/30/2015 | DEPARTMENT OF SOCIAL SERVICES | CONTRACTED SERVICES | Office of Child Development | 12.0 | 50253.0 | 85000 | 27000 | 5890 | 0000002 | 14-15 | | 483.51 | | |
| 03/30/2015 | | | | | DEPARTMENT OF SOCIAL SERVICES | | | 12.0 | 61051.0 | 85000 | 27000 | 5890 | 0000002 | 14-15 | | 1,694.49 | | |

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

* Prior Year Payments



BOARD REPORT

9.3 Financial Implication for Certificated Services Report No. 14

Total Fiscal Impact per Funding Source:

| | |
|---|-------------|
| Elementary School Stipend | \$ 4,389.00 |
| General Fund | \$ 6,002.12 |
| LCFF | \$ 538.30 |
| Los Angeles County Regional Occupational Program – LACOROP-CTE | \$ 5,151.00 |
| SJO-Music for Math | \$ 269.15 |
| Student Achievement | \$ 1,957.60 |
| Summer Enrichment | \$ 1,383.68 |

BOARD REPORT

9.3 Certificated Personnel Services Report No. 14

I. Authorization and Ratification of Employment

A. Regional Occupational Program Instructor – High School, Spring 2015
Effective April 6, 2015 through June 12, 2015 at \$34.34 per hour, not to exceed 15 hours per week for a total of 90 hours
Funding Source: LACOROP-CTE
Total Cost: \$5,151.00

1. Ostad Aghajani, Merhdad Lifeguard/Water Safety Instructor

B. Substitute Teacher – District Office
Effective March 9, 2015 at \$137.32 per day, on-call when needed; \$175.75 on 21st day
Funding Source: General Fund

1. Baker, Amy 3. Little, Julie
2. Kasher, Sean 4. Park, Marie

C. Substitute Teachers – District Office
Effective March 13, 2015 at \$137.32 per day, on-call when needed; \$175.75 on 21st day
Funding Source: General Fund

1. Humphrey, Kathryn

D. Substitute Teachers – District Office
Effective March 16, 2015 at \$137.32 per day, on-call when needed; \$175.75 on 21st day
Funding Source: General Fund

1. Featherstone, Shaun 4. La Vigne, Natalie
2. Kier, Brett 5. Powell, Lauri
3. Kpodo, Setutsi 6. Tanabe, Saki

E. Substitute Teachers – District Office
Effective March 17, 2015 at \$137.32 per day, on-call when needed; \$175.75 on 21st day
Funding Source: General Fund

1. Krikheli, Jennifer 4. Rudnick, Aron
2. Reynolds, Jeremy 5. Vozzo, Louis
3. Rosenblatt, Rikki

F. Substitute Teachers – District Office
Effective March 17, 2015 at \$137.32 per day, on-call when needed; \$175.75 on 21st day
Funding Source: General Fund

1. Plotkin, Jill

BOARD REPORT

9.3 Certificated Personnel Services Report No. 14 – Page 3

I. Authorization and Ratification of Employment - Continued

L. Extra Assignment – El Marino, PLC Leadership Team Meetings
Effective April 1, 2015 through June 12, 2015 at \$300.00 stipend per teacher
Funding Source: General Fund
Total Cost: \$2,400.00

- | | |
|----------------------|------------------------|
| 1. Horiba, Hisayo | 5. Nakagawa, Kana |
| 2. Linder, Rebeccach | 6. Padilla, Marisela |
| 3. Mejia, Elizabeth | 7. Rodriguez, Maria |
| 4. Nagumo, Noriko | 8. Valenzuela, Asusena |

M. Extra Assignment – El Marino, Caring School Communities Articulation
Effective May 1, 2015 through June 12, 2015 at \$150.00 stipend per teacher
Funding Source: Student Achievement
Total Cost: \$1,050.00

- | | |
|---------------------|--------------------|
| 1. Bell, Monica | 5. Sanchez, Rosa |
| 2. Haro, Ana | 6. Siegal, Steve |
| 3. Rainof, Alice | 7. Takenaka, Keiko |
| 4. Rodriguez, Maria | |

N. Extra Assignment – El Marino, Choir Director
Effective September 18, 2014 through June 12, 2015 at \$1,239.00 stipend
Funding Source: Elementary School Stipend
Total Cost: \$1,239.00

1. Nagumo, Noriko

O. Extra Assignment – El Rincon, Achieve 3000 After School Tutoring
Effective April 13, 2015 through May 25, 2015 at \$38.45 per hour, not to exceed
2 hours per week
Funding Source: LCFE
Total Cost: \$538.30

1. Lammers, Melissa

P. Extra Assignment – Middle School, Long Term Substitute Open House Coverage
Effective March 11, 2015 at \$38.45 per hour, not to exceed 2 hours per teacher
Funding Source: Student Achievement
Total Cost: \$153.80

1. Cotton, Courtney
2. Thaler, Francis

BOARD REPORT

9.3 Certificated Personnel Services Report No. 14 – Page 4

I. Authorization and Ratification of Employment - Continued

Q. Extra Assignment – IAcademy, Credit Recovery Courses
Effective March 23, 2015 through March 27, 2015 at hourly rate of \$80.12 based on per diem not to exceed 20 hours
Funding Source: General Funding
Total Cost: \$1,602.12

1. Pryharski, Allison

R. Extra Assignment – Various Sites, Music to Teach Math Professional Development
Effective March 2, 2015 at \$38.45 per hour, not to exceed 1 hour per teacher
Funding Source: SJO – Music for Math
Total Cost: \$269.15

| | |
|---------------------|--------------------|
| 1. Egan-Covarrubias | 7. Paul, Cristina |
| 2. Frazier, Darla | 8. Schatter, Doris |
| 3. Knight, Benjamin | 9. Takenaka, Keiko |
| 4. McVay, Mary | |

S. Extra Assignment – Adult School, Additional Hours for Department Meetings
Effective January 5, 2015 through June 19, 2015 at \$58.88 per hour, not to exceed 23.50 hours
Funding Source: Summer Enrichment
Total Cost: \$1,383.68

1. Moynahan, Daniel

II. Rescind Previously Approved Items
Previously approved on 12/9/14; Board Report #8; item N

1. Extra Assignment – Middle School, Boys' Volleyball Coach
Effective March 17, 2015 through May 15, 2015 at \$929.00 stipend
Funding Source: Coaching & Special Assignments
Total Cost: \$929.00

a. TBA

III. Leaves

| | |
|--|---|
| 1. Fairfield, Kristin Math Teacher – CCMS | Part-Time Personal Leave of Absence Without Pay Effective August 19, 2015 through June 10, 2016 From: 100% Assignment To: 80% Assignment |
|--|---|

BOARD REPORT

9.3 Certificated Personnel Services Report No. 14 – Page 5

III. Leaves- Continued

- | | | |
|----|--|---|
| 2. | Hubbell, Christina Clinical Counselor – SELPA | Child Care Leave of Absence Without Pay Effective April 6, 2015 through April 30, 2015 |
| 3. | Schueler, Susan English Teacher – CCHS | Extended Personal Leave of Absence Without Pay Effective August 19, 2015 through June 10, 2016 |
| 4. | Zarrinpar, Annie Language Arts Teacher – CCMS | Part-Time Child Care Leave of Absence Without Pay Effective August 19, 2015 through June 10, 2016 From: 100% Assignment To: 60% Assignment |

IV. Resignations

- | | | |
|-----|---|---|
| 1. | Brooks, Richelle Science Teacher – CCMS | Effective April 17, 2015 Reason: Personal |
| 2. | Chinelli, Vivian Elementary Teacher – Linwood | Effective July 1, 2015 Reason: Retirement |
| 3. | Crespo, Carmen Spanish Teacher – CCHS | Effective July 1, 2015 Reason: Retirement |
| 4. | Eskridge, Patricia Elementary Teacher – Farragut | Effective June 13, 2015 Reason: Retirement |
| 5. | Goodwin, Gerald Child Development Teacher | Effective July 1, 2015 Reason: Retirement |
| 6. | Kelner, Robert Social Studies Teacher – CCMS | Effective July 1, 2015 Reason: Retirement |
| 7. | Langholz, Estelle Resource Specialist – Farragut | Effective June 13, 2015 Reason: Retirement |
| 8. | Lezak, Vivian Math Teacher - CCHS | Effective June 12, 2015 Reason: Personal |
| 9. | Marshak, Sharon Elementary Teacher – Farragut | Effective June 13, 2015 Reason: Retirement |
| 10. | Rainof, Alice Elementary Teacher (JIP) – El Marino | Effective June 13, 2015 Reason: Retirement |

BOARD REPORT

9.3 Certificated Personnel Services Report No. 14 – Page 6

IV. Resignations - Continued

- | | | |
|-----|---|---|
| 11. | Smith, Susan Special Education Pre-K Teacher | Effective June 13, 2015 Reason: Retirement |
| 12. | Thomas, Ollie Fine Arts Teacher – CCHS | Effective June 13, 2015 Reason: Retirement |
| 13. | Yamakawa, Masakazu ELD Specialist | Effective June 12, 2015 Reason: Moving |

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 14

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.4 Financial Impact for Classified Personnel Services Report No. 14

Total Funding Fiscal Impact:

| | |
|----------------------------|--|
| Adult School Total: | \$15.21 per hour, as needed |
| CCHS Booster Total: | \$600.00 |
| Child Development Total: | \$3,912.20 \$14.05 per hour, as needed |
| Donations Total: | \$2,172.80 |
| Food Services Total: | \$8,310.83 |
| General Fund Total: | \$82,674.94 \$15.54 per hour, as needed \$9.00 per hour, as needed |
| Student Achievement Total: | \$58.20 |

BOARD REPORT

9.4 Classified Personnel Services Report No. 14

I. Authorization, Approval & Ratification of Employment

A. Child Development

1. Gibson, Christina
Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective April 6, 2015
Hourly, as needed – \$14.05 per hour
2. Green, Shanna
Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective April 13, 2015
Hourly, as needed – \$14.05 per hour
3. Bedoya, Marilyn
Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective April 15, 2015
Hourly, as needed – \$14.05 per hour
4. Alkotob, Irma
Instructional Assistant – Child Development
Child Development – Extra Assignment
Not to exceed 10 hours
Funding Source: Child Development
Effective March 2, 2015 through June 12, 2015
Range 11 – \$14.81 per hour
Total Cost: \$148.10
5. Mira, Brenda
Instructional Assistant – Child Development
Child Development – Extra Assignment
Not to exceed 10 hours
Funding Source: Child Development
Effective March 2, 2015 through June 12, 2015
Range 11 – \$14.81 per hour
Total Cost: \$148.10

BOARD REPORT

9.4 Classified Personnel Services Report No. 14 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

A. Child Development – continued

6. Soria, Angelica Instructional Assistant – Child Development II
Child Development – Extra Assignment –
Pre-K Testing
Not to exceed 150 hours
Funding Source: Child Development
Effective May 15, 2015 through June 30, 2015
Range 13 – \$18.08 per hour
Total Cost: \$2,712.00
7. Soria, Angelica Instructional Assistant – Child Development II
Child Development – Extra Assignment –
Pre-K Testing
Not to exceed 50 hours
Funding Source: Child Development
Effective July 1, 2015 through July 15, 2015
Range 13 – \$18.08 per hour
Total Cost: \$904.00

B. Clerical & Fiscal

1. Wong, Edward Account Clerk III
District Office – Business Services
8 hours per day, 12 months per year
Funding Source: General Fund
Effective April 6, 2015
Range 25 – \$3,631.34 per month
Total Cost: \$43,576.08
2. Zepeda, Mayra Short-Term Senior Office Assistant
Food Services
3.75 hours per day, 6 months
Funding Source: Food Services
Effective April 6, 2015 through
October 6, 2015
Range 19 – \$17.18 per hour
Total Cost: \$8,310.83
3. Dawson, Linden Substitute Clerk Typist
District Office
Funding Source: General Fund
Effective April 8, 2015
Hourly, as needed – \$15.54 per hour

BOARD REPORT

9.4 Classified Personnel Services Report No. 14 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

B. Clerical & Fiscal – continued

4. Gardner, Leslie
Substitute Clerk Typist
District Office
Funding Source: General Fund
Effective April 15, 2015
Hourly, as needed – \$15.54 per hour

C. Instructional Assistants

1. Galdamez, Ariana
Substitute Instructional Assistant
Adult School
Funding Source: Adult School
Effective April 6, 2015
Hourly, as needed – \$15.21 per hour
2. Bush, Keith
Instructional Assistant – Special Education IIA
Linwood Howe – Extra Assignment –
Class Field Trip
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective March 10, 2015
Range 16 – \$17.63 per hour
Total Cost: \$52.89
3. Macwan, Smriti
Instructional Assistant – Special Education IIA
Linwood Howe – Extra Assignment –
Class Field Trip
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective March 17, 2015
Range 16 – \$19.40 per hour
Total Cost: \$58.20
4. Castañeda, Margarita
Instructional Assistant – Bilingual
Middle School – Extra Assignment –
Open House
Not to exceed 1 hour
Funding Source: Student Achievement
Effective March 11, 2015
Range 16 – \$19.40 per hour
Total Cost: \$19.40

BOARD REPORT

9.4 Classified Personnel Services Report No. 14 – Page 4

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants – continued

5. Augenstein, Patti
Instructional Assistant – Computer Lab
Middle School – Extra Assignment –
Tech Team Meetings
Not to exceed 2 hours
Funding Source: Student Achievement
Effective January 28, 2015 through
June 12, 2015
Range 16 – \$19.40 per hour
Total Cost: \$38.80

6. Diaz, Gaby
Instructional Assistant – Bilingual
La Ballona – Extra Assignment –
After School Intervention Support
Not to exceed 8 hours per week
Funding Source: Donations
Effective February 23, 2015 through
June 12, 2015
Range 16 – \$19.40 per hour
Total Cost: \$2,172.80

D. Maintenance

1. Jackson, Jimmy
Bus Driver
Maintenance, Operations & Transportation
8 hours per day, 10 months per year
Funding Source: General Fund
Effective March 26, 2015
Range 23 – \$3,455.59 per month
Total Cost: \$34,555.90

2. Ortiz, Louie
School Custodian
High School – Extra Assignment –
Spring Break
Not to exceed 3.9 hours per day, 6 days
Funding Source: General Fund
Effective March 23, 2015 through
April 1, 2015
Range 16 – \$17.63 per hour
Total Cost: \$412.54

BOARD REPORT

9.4 Classified Personnel Services Report No. 14 – Page 5

I. Authorization, Approval & Ratification of Employment – continued

D. Maintenance – continued

3. Tarin, Angela
School Custodian
El Rincon – Extra Assignment –
Spring Break
Not to exceed 5 hours per day, 5 days
Funding Source: General Fund
Effective March 23, 2015 through
March 27, 2015
Range 16 – \$17.63 per hour
Total Cost: \$440.75

4. Fonseca, Frank
School Custodian
Linwood Howe – Extra Assignment –
Spring Break
Not to exceed 3.9 hours per day, 10 days
Funding Source: General Fund
Effective March 23, 2015 through
April 3, 2015
Range 16 – \$17.63 per hour
Total Cost: \$687.57

E. Coaches

1. Hooper, Michael
Temporary Strength & Conditioning Coach
High School
Funding Source: CCHS Booster Club
Effective January 5, 2015 through May 8, 2015
Stipend of \$600.00

F. Student Helpers

1. Amador, Fisher
Student Helper – Workability
Location outside of district
Funding Source: General Fund – Special Ed
Effective March 8, 2015
Hourly, as needed – \$9.00 per hour

2. De La Fuente, Natalie
Student Helper – Workability
Location outside of district
Funding Source: General Fund – Special Ed
Effective March 7, 2015
Hourly, as needed – \$9.00 per hour

BOARD REPORT

9.4 Classified Personnel Services Report No. 14 – Page 6

II. Authorization, Approval & Ratification of Change of Assignments

1. Ronchetti, Marilee
Change of Assignment via
Classified Interviews:
From: Payroll Technician
To: Purchasing Clerk/Buyer
District Office – Business Services
8 hours per day, 12 months per year
Funding Source: General Fund
Effective April 7, 2015
Range 29 – \$4,633.07 per month
Total Increase in Cost: N/A

2. Martinez, Max
Permanent Increase in Hours via
Classified Interviews:
Security Guard
Security
From: 8 hours per day, 10 months per year
To: 8 hours per day, 11 months per year
Funding Source: General Fund
Effective April 6, 2015
Range 16 – \$2,891.01 per month
Total Increase in Cost: \$2,891.01

III. Authorization, Approval & Ratification of Resignations

1. Lesso, Diana
Instructional Assistant – Special Education IIA
El Marino
6 hours per day, school year
Pursue education
Funding Source: General Fund – Special Ed
Effective June 12, 2015
Range 16 – \$17.63 per hour

2. Gibson, Stephanie
Substitute Food Service Assistant
Food Services
Personal
Funding Source: Food Services
Effective March 24, 2015
Hourly, as needed – \$12.58 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 14

Moved by:

Seconded by:

Vote:

BOARD REPORT

4/14/15

9.5

9.5 **Approval is Recommended for the Single Plan for Pupil Achievement for Culver City Middle School**

Annually, school plans are required by Education Codes 52853 and 52855 to be reviewed, revised and submitted to the Board of Education for approval. Culver City Middle School is submitting the Single Plan for Pupil Achievement revisions.

RECOMMENDED MOTION: That the Board approve the Single Plan for Pupil Achievement revisions, as submitted, for Culver City Middle School.

Moved by:

Seconded by:

Vote:

Single Plan for Student Achievement

2014-2015 School Year



CULVER CITY
UNIFIED SCHOOL DISTRICT

Culver City Middle School

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of our instructional programs for all students to meet local, state and federal targets. As a result, we have adopted the following school goals, related actions, and expenditures to raise the academic performance for all students:

This plan will be considered valid upon the approval from the Culver City Unified School District's Board of Education. Upon approval, this plan will remain in place for the school year that it was approved, and it will act as an interim plan until a new plan is submitted and approved in the coming school year.

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

Annual Evaluation/Review

Identify each of the goals from the previous year's plan, and using student performance data, specify the progress the school has made in attaining each of these goals.

| | |
|---------------|--|
| Goal 1 | Provide data driven interventions for students who struggle as defined by our Response to Intervention system. Specifically, we will use 2013 CELDT and CST scores to identify students who are not proficient in English and support them with a supplementary class, Academic Language Development (ALD) class, to reinforce basic language skills that will support them in their classes. We also will offer Success Maker and peer tutoring as part of our intervention period, 2 hours per week to all students who are not proficient and/or not meeting grade-level standards. For Students with Disabilities, they will attend the Learning Center to support their unique language needs so that they may be more successful in their core classes—Learning center is available for students, ELD classes remain available for students who are CEDLT level 3 or below, Successmaker has been discontinued as teachers were not utilizing it and we are looking for another option |
| Goal 1 | Improve overall student experience as it relates to school culture, safety, and performance by providing necessary support—This goal will continue for 2014-15 |
| Goal 3 | Provide data driven interventions for students who struggle in math as defined by our Response to Intervention system. Specifically, we will use 2013 CST scores to identify students who are not proficient in math and support them with a supplementary class, Math Builders, to reinforce basic skills that will support them in their general math class. We also will offer Success Maker as part of our Intervention period four hours per week. For Students with Disabilities, they will attend the Learning Center to support their unique needs so that they may be more successful in their core classes—Math Builders has also been discontinued given our participation in the MLC math program |
| Goal 4 | Assisting students who are not meeting grade level performance standards as measured by progress reports, SSTs, and counselor recommendations, in order to adequately prepare them to be successful in high school and beyond. In the 2012-13 school year, 94% of our 485 eighth graders met grade level performance standards compared to almost 90% in each of the past two years before. The goal is to increase this percentage to 100% of 8th grade students meeting grade level standards by June 2014— This goal will continue for 2014-15 |

Planned Improvements in Student Performance

| Identified District Metric | | Identified Site Metric | | What will be different/improved for students? | | |
|--|--|---|---------------------|--|--------------------|---------|
| Rate of teachers that are credentialed in their area of instruction (currently 100%) | | Rate of teachers that are credentialed in their area of instruction (currently 100%) | | The rate that teachers will continue to be credentialed in their area of instruction will remain at 100%. | | |
| Rate of CCUSD students utilizing state adopted curriculum as their core instructional material (currently 100%) | | Rate of CCUSD students utilizing state adopted curriculum as their core instructional material (currently 100%) | | The rate that CCUSD students will utilize state adopted curriculum as their core instructional material will remain at 100%. | | |
| Rate of CCUSD facilities in a state of exemplary repair based on the 2013-2014 School Accountability Report Card (Overall facility rate showed that 75 % of sites received a rating of good and 25% of sites received a rating of exemplary) | | Facilities rated in "good" or "fair" repair status in all areas of Repair Status based on the 2013-2014 School Accountability Report Card. | | Facilities rated in "good" or "fair" repair status in all areas of Repair Status based on the 2013-2014 School Accountability Report Card. | | |
| Expenditures | | | | | | |
| Action | | | Detail | | Expenditure Amount | |
| Action | Indicator | Monitoring | Type of Expenditure | S.A. | LCFF | Title I |
| CCMS will continue its hiring practices of highly qualified teachers and support them with materials, resources and professional development to keep them in the profession; focus will be on how to engage and educate English Learners and low income, low performing students | credentialed in the area of assignment | evaluations process; BTSAsurvey | Certificated | | | |
| Support for new teachers through Beginning Teacher Support and Assessment (BTSA) in order to retain highly qualified teachers. Principal to conduct monthly meetings with new teachers to ensure that they are well informed and supported | retention rates of the seven teachers hired this year | monthly meeting agendas, BTSA survey, professional development | Certificated | 1500 | | 5,000 |
| CCMS will be adopting new state approved Math bridge materials and will conduct an ELA textbook adoption towards the end of 2014-15 school year | district adoption | teachers will serve on textbook adoption and it is also open to the public | Books and Supplies | | District Funded | |
| CCMS will purchase supplemental materials to support the state adopted curriculum, including software licenses, subscriptions and supplies | needs of new Common Core curriculum, looking for a way to assess students' reading level universally | supplementary materials will be evaluated annually with data to look at effectiveness and usage | Books and Supplies | 5,000 | | 5,000 |
| Work with Maintenance, Operations and Transportation (MOT), custodial team and admin to ensure that we are aligned to the facilities master plan and continue to improve the facilities at CCMS | there are still teachers who do not have computers that are operable; doc cams or projectors on campus | progress on construction; monitoring by Admin team of facilities | | | | |
| Ensure all teachers and students are given the technology necessary to access 21st Century technology tools provided by CCUSD and supported by the District's technology specialist. | All teachers at CCMS have laptops, access to 7 Chromebook carts and have been trained on Google Drive. Implementation is in their 1st year | Observational data; Weekly monitoring of teachers' access to Google Drive and to Canvas, use of Chrome and Mac laptop carts for student use; student work samples | | unit/CCEF | | |

| | | | |
|-------------------------------|--------|---------|--------|
| Total Expenditures for Goal 1 | 6500 | 10000 | 0 |
| Total Expenditures | 93,388 | 130,160 | 83,450 |
| Total Budget | 93,388 | 130,163 | 83,451 |
| Remaining | | 3 | 1 |

| | | | | | |
|---|--|--|--|----------------------------------|-----------------------------------|
| <p>To enable time for teachers to engage in sustained focus on PLC work in answering the four PLC questions. With a specific focus on underperforming targeted populations and intervention for these students. This cost is to support collaboration release time for teachers who are aligning curriculum and doing data analysis of assessments for students -this is for teacher collaboration and release time to align curriculum</p> | <p>EL reclassification rate is only 20% over 100 EL students have 1 D/F on the first progress report; PI year 7; many Ds/Fs-teachers are aligning to ensure that they can identify students who are not performing, how to help ELs and Title I students</p> | <p>PLC agendas and artifacts; common assessment data; students in intervention (observational data); Ds/Fs; EL fail rate and reclassification rate</p> | <p>Certificated Books and Supplies</p> | <p>3,000 5,000 3,000</p> | <p>3,000</p> |
| <p>PLC for administrators to ensure that they are current on best practices, engaging in conversations with other high performing MS--this cost is for the CA League of Middle Schools membership and costs for the conference</p> | <p>CCMS has been a School to Watch since 2002; redesignated in 2014 for the 4th time and would greatly benefit from collaborating with other MS across the nation</p> | <p>data analysis on current practices; test scores; redesignation in 2017</p> | <p>Certificated Services and Operating Costs</p> | <p>8000</p> | |
| <p>21st Century Classroom Instruction: To ensure teachers are current on up-to-date immersion methodologies and supported in their understanding of Common Core, ELD and NGSS standards, promote professional learning through organizations/literature and conference attendance (NCTM, CUE, CLMS, ASCA). Goal is to provide low income students 21st century experiences</p> | <p>Teachers will be able to shift their instruction to align with the new practices as well as stay current on technology</p> | <p>observational data; teachers sharing out at faculty meetings; student use of technology in the classroom; work samples</p> | <p>Services and Operating Costs</p> | <p>2500 2500</p> | <p>conference costs, subs,etc</p> |
| <p>Total Expenditures for Goal 2</p> | | | | <p>13500 19000</p> | <p>15,000</p> |
| <p>Total Expenditures</p> | | | | <p>93,388 130,160</p> | <p>83,450</p> |
| <p>Total Budget</p> | | | | <p>93,388 130,163</p> | <p>83,451</p> |
| <p>Remaining</p> | | | | <p>3</p> | <p>1</p> |

| Partnership with K8cr8 to offer digital photography to students as an enrichment option; particularly seeking out students who are not connected to something at school | CCMS currently does not have a visual arts program other than the wheel/elective—way to also incorporate technology and arts | student sign ups, work samples; retention of students in enrichment; growth of class/interest | Books and Supplies Books and Supplies | 5000 funded by k8Cr8 | computers to edit |
|---|--|---|---|-------------------------|-------------------|
| All students have the opportunity to take Art as part of the elective wheel/course offerings and participate in the PTSA reflections contest; there will also be an art enrichment for students to create works of art in sketchbooks | over 500 students have elected to take the Art course in some capacity | retention; student work samples; observational data; student participation | Certificated Books and Supplies 500 | unit 500 | |
| Total Expenditures for Goal 3 | | | 6500 | 9500 | 15000 |
| Total Expenditures | | | 93,388 | 130,160 | 83,450 |
| Total Budget | | | 93,388 | 130,163 | 83,451 |
| Remaining | | | | 3 | 1 |

Planned Improvements in Student Performance

| Goal 4: Every student will progress academically through each grade level ensuring college and career readiness by the end of 12th grade (Pupil Outcomes). | | Identified Site Metric | What will be different/improved for students? | |
|---|---|---|--|-------|
| Identified District Metric | Percentage of students completing a-g (currently 41%) | Percentage of students completing a-g (currently 41%) | The percentage of students that will complete all a-g coursework will increase from 41% to 43%. | |
| | Percentage of students graduating (currently 91%) | Percentage of students graduating (currently 91%) | The percentage of students that will graduate will increase from 91% to 92%. | |
| | EL Reclassification rate (currently 19.7%) | EL Reclassification rate (currently 20%) | The percentage of students that become Fluent English Proficient will continue to remain at 20% each year and students who move into general education courses will get their choice of elective and have more support in the general education content area courses | |
| | Students earning a 3 or better on the Advanced Placement exams (currently 76%) | Students earning a 3 or better on the Advanced Placement exams (currently 76%) | The percentage of students that earn a 3 or better on the Advanced Placement exams will increase from 76% to 77%. | |
| | Percentage of students "Ready for College" in ELA based on the EAP (currently 39%) | Percentage of students "Ready for College" in ELA based on the EAP (currently 39%) | The percentage of students that will be "Ready for College" in ELA based on the EAP will increase from 39% to 41%. | |
| | Percentage of students "Proficient" in math based on state testing (currently 74%) | Percentage of students "Proficient" in math based on state testing (currently 63.7%) | The percentage of students "Proficient" in math will not be measured this year. (No metric available) | |
| | Percentage of students "Proficient" in ELA based on state testing (currently 72%) | Percentage of students "Proficient" in ELA based on state testing (currently 68.5%) | The percentage of students "Proficient" in ELA will not be measured this year. (No metric available) | |
| | Percentage of students "Ready for College" in math based on the EAP (currently 34%) | Percentage of students "Ready for College" in math based on the EAP (currently 34%) | The percentage of students that will be "Ready for College" in Math based on the EAP will increase from 34% to 36%. | |
| | Percentage of students "Proficient" on district common assessments of essential standards (no current data) | Percentage of students "Proficient" on district common assessments of essential standards (no current data) | The percentage of students "Proficient" on district common assessments of essential standards baseline data will be determined. | |
| Expenditures | | | | |
| Action | | Detail | Expenditure Amount | |
| Indicator | Monitoring | Type of Expenditure | S.A. | LCFF |
| Technology aide monitors and gives students access to technology and assists with SBAC testing. To support implementation of technology for learning and to provide direct instructional support in digital literacy to students; provide qualified technology support for individual and small group assistance under the supervision of a highly qualified teacher. | students do not have access to a monitor lab and cart sign ups; use of Google; observational data | Certificated | 32452 | |
| Teachers need more of an awareness of ELs progression in academic achievement through School City; teachers to be trained on School City | Redesignation rate increase; higher grades; EL counselor feedback; observation and teacher reports | Certificated | district funded | |
| EL students will be met with regularly by the EL Counselor; Site to take on more EL monitoring and more professional development for teachers on SDAIE strategies and specific interventions for EL students; intervention for EL students | Redesignation rate increase; higher grades; EL counselor feedback; observation and teacher reports | Certificated | | 5,000 |

Planned Improvements in Student Performance

| Goal 5. Engage, inform, and educate all stakeholders (Engagement). | | Identified District Metric | | Identified Site Metric | | What will be different/improved for students? | |
|--|--|--|--|--|-------|--|---------|
| Survey results on the district's efforts to seek parent input for decisions and parent participation (currently 59% of respondents agree that CCUSD seeks community input and promotes participation of all stakeholders in the decision making process for identifying, planning and implementing the educational program.) | | Survey results on the district's efforts to seek parent input for decisions and parent participation (currently 59% of respondents agree that CCUSD seeks community input and promotes participation of all stakeholders in the decision making process for identifying, planning and implementing the educational program.) | | Survey results on the district's efforts to seek parent input for decisions and parent participation (currently 59% of respondents agree that CCUSD seeks community input and promotes participation of all stakeholders in the decision making process for identifying, planning and implementing the educational program.) | | Survey results on the district's efforts to seek parent input for decisions and parent participation will increase from 59% to 61% | |
| Action | | Detail | | Expenditures | | Expenditure Amount | |
| | Indicator | | Monitoring | Type of Expenditure | S-A | LCFF | Title I |
| Parent communication and engagement is a top priority. Principal sends a weekly email to keep parents informed of what happens weekly at CCMS | parent phone calls and emails were happening very often of parents who were uninformed of activities at the school | | feedback on email; number of opens, parents asking to sign up | | | | |
| Back to school Night, Open House, 5th grade parent night, Coffee and chats and our first annual CCMS Parent Education night will take place this year (workshops for parents ranging from academic to social emotional) | no parent nights had taken place at CCMS | | parent feedback form at the end of the night; attendance | | 1,000 | | 2,500 |
| PTSA is a big part of CCMS; principal will engage at monthly PTSA meetings giving updates on curricular developments and other activities at the site | continued input from the community | | PTSA agendas | | | | |
| ELs have been one of the groups that have performed below proficient consistently; needs to be education for teachers on who is an EL and the instructional strategies to use | EL population has underperformed historically; over 100 ELs had 1 or more D or F at the 5 week progress | | Redesignation rate increase; higher grades; EL counselor feedback; observation and teacher reports | | | see goal 4 | |
| Through the partnership with the California College Guidance initiative, we will engage stakeholders in early college and career education and college pre-planning with particular attention paid to our ELs, AVID students and Title I students | currently no college knowledge or college going culture at the MS level | | student usage reports of CCGI; engagement of parents in conversations around college planning | Books and Supplies | | | 2,000 |
| CCMS will continue to grow the AVID program (currently one section of 7 and 8) to include better recruitment, more training for AVID teachers and discussion of how to add an AVID component to the 6th grade wheel | AVID sections are small, retention is average | | growth in AVID students; anecdotal student data | Services and Operating Costs Books and Supplies | | | 15,000 |
| Site to explore a speaker series for GATE parents | approx. 20% of the school | | student attendance at GATE | Services and Operating Costs | | 2,500 | |

| | Books and Supplies | | | | | |
|---|--------------------|--|--|---|--|---------|
| CCMS will continue with Latino Family Literacy project in order to engage our Spanish Speaking families and inform them of different and important topics | | | attendance at Latino Family Literacy Nights; EL reclassification data; | Approximately 30+% of the families are Spanish speaking; many are EL which data shows are underperforming and there is a need for more parent involvement—many EL parents are not attending parent nights | | |
| | | | | | | 3,000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Expenditures for Goal 5 | | | | | | 19500 |
| Total Expenditures | | | | | | 3000 |
| Total Budget | | | | | | 130160 |
| Remaining | | | | | | 130,163 |
| | | | | | | 3 |
| | | | | | | 1 |

Planned Improvements in Student Performance

| Goal 6: Ensure every student is connected to school through academics, athletics, activities, the arts and/or a relationship with a caring adult (Engagement). | | Identified District Metric | Identified Site Metric | What will be different/improved for students? | | | | |
|--|---|---|---|--|-----------------|-------|--------------------|------------|
| Percentage of student engagement based on stakeholder surveys (currently 81%) | Percentage of student engagement based on stakeholder surveys (districtwide currently 81%) | Percentage of student engagement based on stakeholder surveys (currently 81%) | Percentage of student engagement based on stakeholder surveys (currently 81%) | Percentage of student engagement based on stakeholder surveys increase from 81% to 82% | | | | |
| School attendance rate (currently 96.24%) | School attendance rate (currently 96.72%) | School attendance rate (currently 96.72%) | School attendance rate (currently 96.72%) | School attendance will increase to 97% and students will be able to identify at least one adult they feel connected to and have the opportunity to be involved in some sort of enrichment activity | | | | |
| EL Reclassification rate (currently 19.7%) | EL Reclassification rate (currently 20%) | EL Reclassification rate (currently 20%) | EL Reclassification rate (currently 20%) | The percentage of students that become Fluent English Proficient will continue to remain at 20% each year and 100% of students who move into general education courses will get their choice of elective and have more support in the general education content area courses | | | | |
| Chronic absenteeism of 3.41% | Chronic absenteeism of 1.25% | Chronic absenteeism of 1.25% | Chronic absenteeism of 1.25% | 100% of students will have access to enrichment activities; 100% of students will receive OLWEUS | | | | |
| Culver City High School annual adjusted grade 9-12 dropout rate of 2.1% | Culver City High School annual adjusted grade 9-12 dropout rate of 2.1% | Culver City High School annual adjusted grade 9-12 dropout rate of 2.1% | Culver City High School annual adjusted grade 9-12 dropout rate of 2.1% | The Culver City High School annual adjusted Grade 9-12 dropout rate will decrease from 2.1% to 1.5% | | | | |
| High school graduation rate 91% | High school graduation rate 91% | High school graduation rate 91% | High school graduation rate 91% | High school graduation rate increase from 91% to 92% | | | | |
| Expenditures | | | | | | | | |
| Action | Indicator | Detail | Monitoring | Type of Expenditure | S.A. | LCFF | Expenditure Amount | Title I |
| CCMS is committed to ensuring that students have a smooth transition into the MS. As a result we will be implementing Where Everybody Belongs (WEB). Five teachers will be involved in the training and associated costs to starting the program--students will have other students to turn to | many students who have had difficulty transitioning to MS; many SSTs, parent meetings and counselor appointments for students new to CCMS | | D and Fs of 6th and new students, attendance rates, attendance rate of 6th graders and new students; SSTs, counseling appointments, parent meetings | Certificated Services and Operating Costs | | | | 20,000 |
| CCMS is also implementing PAWs tutorial and enrichment to help students connect academically, socially and emotionally | D/F list, incident reports, attendance rates | | D/F lists, attendance rates, # of kids participating in activities | | | | | see goal 4 |
| Continue to regularly meet with parents, continue SARB letters, review attendance reports | attendance reports; number of tardies and absences | | attendance reports, SARB intervention monitoring | | district funded | | | |
| Continue to monitor and provide support for reclassified EL students as well as provide support for english learners not making adequate yearly progress. | AMO data | | AMO data, school city | | | | | |
| Continue to partner with Panther Partners to offer outside enrichment offerings and support of athletics program | large number of students are involved in after school enrichment and athletics | | continue to monitor rosters, growth of sports and activities | | | | | |
| CCMS also continues to provide OLWEUS, the | incident reports, students reports | | incident reports, students reports | Services and Operating Costs | | 4,000 | | |

| Books and Supplies | | | | | | |
|------------------------------|--------|---------|--|---|--|--------|
| | | | transition data such as absenteeism, D/F rate, OLWEUS data, Gallup Poll data | students have no exposure to MS | CCMS provides a 5th grade orientation to incoming students to help ease the transition | |
| Services and Operating Costs | 1,500 | | club attendance; sponsor feedback; student feedback | Currently there are no lunch clubs and some enrichment but we would like students driven interest clubs | CCMS would like to provide lunch clubs for students in their area of interest--cost would cover stipends for teacher sponsors | |
| Certificated | 3,000 | | | besides the electives like art, band, choir, there are not other art opportunities for students. No digital photography, videography or dance in the school | CCMS provides different opportunities for students in the area of arts integration. Heidi Duckler and the Duck truck provide dance for students through PE; teachers will get professional development from the company. Field trips targeted for at-risk, Title I students will take place for the Chocolate Nutcracker in December. A partnership with k8Cr8 will also provide digital cameras for students to do photography enrichment--this will allow students to have opportunities that they have not had before | 1,500 |
| Certificated | 2,000 | | | | | |
| Books and Supplies | 10,000 | | | | | |
| Certificated | 2000 | | student attendance at field trips; anecdotal reports from students and teachers; | students have few opportunities for enrichment at no cost | Field trips to engage and enrich learning for students tied to the content--they will be able to visually see and experience content | |
| Services and Operating Costs | 4000 | 4000 | | | | |
| | 26500 | 0 | | | Total Expenditures for Goal 6 | 20,000 |
| | 93,388 | 130,160 | | | Total Expenditures | 83,450 |
| | 93,388 | 130,163 | | | Total Budget | 83,451 |
| | | 3 | | | Remaining | 1 |

| Identified District Metric | | Identified Site Metric | | What will be different/improved for students? | |
|--|--|---|------|---|--------------------------------------|
| Student Suspension rate (currently 2% districtwide) | | Student Suspension rate 2.5% | | Suspension rate will decrease to 2% or below | |
| Student Expulsion rate (currently 3 students districtwide or .04%) | | Student Expulsion rate 0% (3 students) | | Expulsion rate will decrease to 0 students | |
| The California Healthy Kids Survey showed that, on the average, 71% of students felt safe or very safe at school. | The California Healthy Kids Survey showed that, on the average, 72% of students felt safe or very safe at school. | Based on survey results, students reporting feeling safe will increase from 71% to 73%. | | | |
| The California Healthy Kids Survey showed that, on the average, 62% of students responded "Pretty much true" or above to the statement "At my school, there is a teacher or some other adult who really cares about me." | The California Healthy Kids Survey showed that 59% of CCMS students responded "Pretty much true" or above to the statement "At my school, there is a teacher or some other adult who really cares about me." | Based on survey results, students reporting that there is a teacher or some other adult who really cares about them will increase from 62% to 64%. | | | |
| According to the CCUSD created survey, 78% of the respondents agree that "CCUSD schools provide a physically safe environment." | According to the CCUSD created survey, 78% of the respondents agree that "CCUSD schools provide a physically safe environment." | Based on survey results, students reporting that CCUSD schools provide a physically safe environment will increase from 78% to 80%. | | | |
| According to the CCUSD created survey, 64% of the respondents agree that "CCUSD schools provide an environment which cultivates emotional security." | According to the CCUSD created survey, 64% of the respondents agree that "CCUSD schools provide an environment which cultivates emotional security." | Based on survey results, students reporting that CCUSD schools provide an environment which cultivates emotional security will increase from 64% to 66%. | | | |
| According to the CCUSD created survey, 69% of the respondents agree that "CCUSD schools provide a school environment which encourages responsible decision-making." | According to the CCUSD created survey, 69% of the respondents agree that "CCUSD schools provide a school environment which encourages responsible decision-making." | Based on survey results, students reporting that CCUSD schools provide a school environment which encourages responsible decision-making will increase from 69% to 71%. | | | |
| According to the CCUSD created survey, 89% of the respondents agree that "CCUSD provides a school environment centered on learning." | According to the CCUSD created survey, 89% of the respondents agree that "CCUSD provides a school environment centered on learning." | Based on survey results, students reporting that CCUSD provides a school environment centered on learning will increase from 89% to 90%. | | | |
| Expenditures | | | | | |
| Action | | Detail | | Expenditure Amount | |
| Indicator | Monitoring | Type of Expenditure | S.A. | LCFF | Title I |
| incident reports, discipline numbers | disaggregate discipline data | Books and Supplies | | 1,500 | (student rewards) |
| CCMS currently has no ways to recognize kids | Gallup Poll data: Healthy Kids data | Books and Supplies | | 1,936 | |
| incident reports, discipline data | incident reports, students reports, discipline data | Certificated Books and Supplies | | 1,000 | 1,500 |
| attendance rates, grades, discipline, after school activity | Gallup results: conference with students, attendance rates, | Certificated | | | (professional development, supplies) |

| Books and Supplies | | | | | | | | |
|--|---|---|--------------------------|---------|--------|--|--|------|
| CCMS also continues to provide OLWEUS, the antibullying curriculum to the students and celebrations for students to stand up to bullying or report | incident reports, students reports, OLWEUS survey data | incident reports, students reports, OLWEUS survey data | see goal 6 | | | | | |
| CCMS also houses the backpack for kids program on the MS campus; ASB student help pack backpacks each week | 40% free and reduced lunch at CCMS alone; numbers are much higher at other sites | number of backpacks distributed each week | district/donation funded | | | | | |
| The elementary Culver Closet is also housed at the MS | high use of HS Culver Closet showed a need for an Elementary level closet | inventory | district/donation funded | | | | | |
| Partnership with the Health Center provides families with both physical and mental health | many families do not have access to mental and physical health services; | referrals made by CCMS; number of families who are serviced through the Health Center | | | | | | |
| CCMS is also looking for more restorative justice practices and training for the administrative team | suspensions have decreased but behaviors continue; culture of school and belief of many staff members is that students should be suspended for many infractions which could be handled through alternatives to suspension | suspension/discipline data; teacher feedback | | | | | | 5000 |
| Total Expenditures for Goal 7 | | | 4,436 | 11,500 | 5,500 | | | |
| Total Expenditures | | | 93,388 | 130,160 | 83,450 | | | |
| Total Budget | | | 93,388 | 130,163 | 83,451 | | | |
| Remaining | | | | 3 | 1 | | | |

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the ELAC.

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on: _____

Linsey Gotanda _____
 Typed Name of Principal

Scott McDowell _____
 Typed Name of SSC Chairperson

 Signature of Principal

 Signature of SSC Chairperson

 Date

 Date

| Name | Site Council Membership | | | | |
|-------------------|-------------------------|-------------|-----------------|------------|---|
| | Principal (1) | Teacher (3) | Other Staff (1) | Parent (5) | |
| Linsey Gotanda | X | | | | |
| Michael Bosler | | X | | | |
| Lauren Borcheding | | X | | | |
| Jennifer Ogren | | X | | | |
| Josie Campos | | | X | | |
| Janice Beighey | | | | | X |
| Irene French | | | | | X |
| Brent Miller | | | | | X |
| Scott McDowell | | | | | X |
| Melissa Lane | | | | | X |

BOARD REPORT

4/14/15

9.6

9.6 **Approval is Recommended for the Williams Quarterly Report on Uniform Complaints**

As a result of the Valenzuela/CAHSEE lawsuit settlement and Williams Legislation, a uniform complaint report summary must be submitted quarterly to the Board of Education and the Los Angeles County Office of Education. The summary for the reporting period of January 1, 2015 through March 31, 2015 is presented here for Board approval. There were no complaints filed during this period.

RECOMMENDED MOTION: That the Board approve the Williams Quarterly Report on Uniform Complaints for the reporting period of January 1, 2015 through March 31, 2015.

Moved by:

Seconded by:

Vote:



Williams/Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Uniform Complaints 2014-2015

District Name: Culver City Unified School District Date: 4/1/15
 Person completing this form: Kevin Kronfeld Title: Coord. State & Fed. Prog

Quarter covered by this report (check one below):

- | | | | |
|---|--------------------------|-----|---------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30 | Due | Oct.17, 2014 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due | Jan. 16, 2015 |
| <input checked="" type="checkbox"/> 3rd QTR | January 1 to March 31 | Due | Apr. 17, 2015 |
| <input type="checkbox"/> 4th QTR | April 1 to June 30 | Due | Jul. 17, 2015 |

Date for information to be reported publicly at governing board meeting: 4/14/15

Please check the box that applies:

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

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

Print Name of District Superintendent David La Rose

Signature of District Superintendent _____ Date _____

Return the **Quarterly Summary** to:
 Williams Legislation Implementation Project
 Los Angeles County Office of Education
 c/o Kirit Chauhan, Williams Settlement Legislation
 9300 Imperial Highway, ASM/Williams ECW 284
 Downey, CA 90242

Telephone: (562) 803-8382
 FAX: (562) 803-8325
 E-Mail: Chauhan_Kirit@lacoed.edu

BOARD REPORT

4/14/15

10.1

10.1 California College Guidance Initiative (CCGI) Presentation – Dr. Linsey Gotanda and Lisa Michele

Dr. Linsey Gotanda, Principal of Culver City Middle School and Lisa Michele, Assistant Principal of Curriculum and Guidance of Culver City High School will provide an update on College and Career Planning work occurring at CCMS and CCHS.

BOARD REPORT

4/14/15
10.2

10.2 Spotlight on Education – Culver City High School

Dr. Lisa Cooper, Interim Principal will share some highlights of Culver City High School including Go Green Campaign, Pursuing Victory with Honor, Math Leadership Corps, PLC, and Centaur Plus.

10.3 CALPADS Data Management Recognition

Recently, our Information Technology Department was recognized for their outstanding work by two different organizations.

- The work of Diane Lococo, Computer Specialist, on the California Longitudinal Pupil Achievement Data System (CALPADS) was acknowledged in a Data Management Recognition Certificate by the California Department of Education. This certificate is “Awarded to Local education agencies that met the initial CALPADS certification deadline for all six data collections, resolved anomalies to achieve an anomaly rate of less than 2% of enrollment, and maintained quality data in the local Student Information System (SIS) as well as in CALPADS.”
- The work of Robert Quinn on the K-12 Voucher Program was recognized in a letter from the Los Angeles County Office of Education that read in part:

“Culver City Unified School District is noted as one of the model examples for successfully implementing the Education K-12 Voucher Funds as designed. Expending the funds has been a challenge for many districts and in an effort to assist them we are planning to host a small panel of select district leaders who could share some of their experiences and provide insight and strategies that would benefit other districts. The panel discussion is scheduled for the next ETLN Meeting and will focus on the Education K-12 Voucher Fund Program.

Culver City is one of a very few districts in Los Angeles County who have reached this level of success in expending the funds and serves as a model for others. Please consider joining a small panel of districts in sharing your expertise, experiences, and how you were successfully able to utilize these funds effectively.”

Sharon Harvey
Resources and Development Manager
Los Angeles County Office of Education

Please join me in recognizing these members of our Team and acknowledging their hard work and efforts.

BOARD REPORT

4/14/15
12.1

12.1 First Reading of Revised Board Policy and Administrative Regulation 5020, Students – Parent Rights and Responsibilities

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 5020, Students – Parent Rights and Responsibilities are being presented for a first reading.

Students

BP 5020

(a)

PARENT RIGHTS AND RESPONSIBILITIES

The Governing Board recognizes that parents/guardians of district students have certain rights as well as responsibilities related to the education of their children.

The Board believes that the education of the district's students is a shared responsibility. The Superintendent or designee shall work with parents/guardians, including parents/guardians of English learners to determine appropriate roles and responsibilities of parents/guardians, school staff and students for continuing the intellectual, physical, emotional and social development and well-being of students at each school site, including the means by which the schools and parents/guardians can help students achieve academic and other standards of the school.

Within this framework, the school's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the school.

Parents/guardians shall have the opportunity to work with schools in a mutually supportive and respectful partnership and to help their children succeed in school.

(Education Code 51100)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall ensure that district staff understand the rights of parents/guardians afforded by law and Board policy and follow acceptable practices that respect those rights.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights in accordance with law.

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in

English, and in their home language of the rights and opportunities available to them pursuant to Education Code 48985.

(Education Code 51101.1)

Legal Reference:

EDUCATION CODE

33126 School accountability report card

35291 Disciplinary rules

48070.5 Promotion and retention of students

48985 Notice to parent in language other than English

49091.10-49091.19 Parental review of curriculum and instruction

49602 Confidentiality of pupil information

51100-51102 Parent/guardian rights

51513 Personal beliefs

60510 Disposal of surplus instructional materials

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Policy:

Adopted: January 21, 2003

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

PARENT/GUARDIAN RIGHTS AND RESPONSIBILITIES**Parent/Guardian Rights**

The rights of parents/guardians of district students include, but are not limited to, the following:

1. To observe, within a reasonable period of time after making the request, the classroom(s) in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled (**Education Code 51101**).

Parents/guardians may observe instructional and other school activities that involve their child in accordance with Governing Board policy and administrative regulations adopted to ensure the safety of students and staff, prevent undue interference with instruction or harassment of school staff, and provide reasonable accommodation to parents/guardians. Upon written request by parents/guardians, the Superintendent or designee shall arrange for parental observation of a class or activity in a reasonable time frame and in accordance with Board policy and administrative regulations (**Education Code 49091.10**).

(~~cf. 3515.2 - Disruptions~~)

(cf. 6116 - Classroom Interruptions)

2. To meet, within a reasonable time of their request, with their child's teacher(s) and the principal. (**Education Code 51101**)
3. Under the supervision of district employees, to volunteer their time and resources for the improvement of school facilities and school programs, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher. (**Education Code 51101**)
4. To be notified on a timely basis if their child is absent from school without permission (**Education Code 51101**)

(cf. 5113 - Absences and Excuses)
5. To receive the results of their child's performance and the school's performance on standardized tests and statewide tests. (**Education Code 51101**)

For parents/guardians of English learners, this right shall include the right to receive the results of their child's performance on the English language development test.

Education Code 51101.1

- (cf. 0500 - Accountability)
- (cf. 0510 - School Accountability Report Card)
- (cf. 6162.51 - ~~Standardized Testing and Reporting Program~~ **State Academic Achievement Tests**)
- (cf. 6162.52 - High School Exit Examination)
- (cf. 6174 - Education for English Language Learners)

6. To request a particular school for their child and to receive a response from the district.
(Education Code 51101)

- (cf. 5116.1 - Intradistrict Open Enrollment)
- (cf. 5117 - Interdistrict Attendance)

7. To have a school environment for their child that is safe and supportive of learning;
(Education Code 51101)

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 3515 - Campus Security)
- (cf. 5131 - Conduct)
- (cf. 5137 - Positive School Climate)
- (cf. 5142 - Safety)

8. To examine the curriculum materials of the class(es) in which their child is enrolled. **(Education Code 51101; 20 USC 1232h)**

Parents/guardians may inspect, in a reasonable time frame, all primary supplemental instructional materials and assessments stored by the classroom teacher, including textbooks, teacher's manuals, films, tapes and software. **(Education Code 49091.10)**

Each school site shall make available to parents/guardians and others, upon request, a copy of the prospectus for each course, including the titles, descriptions and instructional aims of the course. **(Education Code 49091.14)**

The school may charge an amount not to exceed the cost of duplication.
(Education Code 49091.14)

- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf 1312.4 – Williams Uniform Complaint Procedures)**
- (cf. 6141 - Curriculum Development and Evaluation)
- (cf. 6142.1 - ~~Family Life/Sex Education~~ **Sexual Health and HIV/AIDS Prevention Instruction**)
- ~~(cf. 6142.2 – AIDS Prevention Instruction)~~
- (cf. 6161.1 - Selection and Evaluation of Instructional Materials)
- (cf. 6161.11 - Supplementary Instructional Materials)

9. To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child. **(Education Code 51101)**

(cf. 5121 - Grades/Evaluation of Student Achievement)
~~(cf. 5124 - Communication with Parents/Guardians)~~
(cf. 6020 Parent Involvement)

10. For parents/guardians of English learners, to support their child's advancement toward literacy. **(Education Code 51101.1)**

The Superintendent or designee may make available, to the extent possible, surplus or undistributed instructional materials **to parents/guardians pursuant to Education Code 60510. (Education Code 51101.1)**

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

11. For parents/guardians of English learners, to be informed, through the school accountability report card, about statewide and local academic standards, testing programs, accountability measures and school improvement efforts. **(Education Code 51101.1)**

(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)

12. To have access to the school records of their child. **(Education Code 51101.1)**

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

- ~~13. To receive information on their rights pertaining to the release of directory information to military recruiters, college/universities and prospective employers.~~

14. To receive information concerning the academic performance standards, proficiencies or skills their child is expected to accomplish. **(Education Code 51101)**

(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

15. To be informed in advance about school rules, including disciplinary rules and procedures pursuant to Education Code ~~35291~~ **48980**, attendance **policies**, ~~retention and promotion policies pursuant to Education Code 48070.5~~, dress codes and procedures for visiting the school. **(Education Code 51101)**

(cf. 1250 - Visitors/Outsiders)
(~~cf. 5123 - Promotion/Acceleration/Retention~~)
(cf. 5132 - Dress and Grooming)
(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

16. To be notified, as early in the school year as practicable pursuant to Education Code 48070.5, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appeal such a decision. **(Education Code 51101)**

(cf. 5123 - Promotion/Acceleration/Retention)

17. To receive information about any psychological testing the school does involving their child and to deny permission to give the test. **(Education Code 51101)**

(~~cf. 5022 - Student and Family Privacy Rights~~)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.4 - Identification of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

18. To refuse to submit or to participate in any assessment, analysis, evaluation or monitoring of the quality or character of the student's home life, any form of parental screening or testing, any nonacademic home-based counseling program, parent training; or any prescribed family education service plan and to inspect any survey collecting personal information. **(Education Code 49091.18; 20 USC 1232h)**

(cf. 5022 - Student and Family Privacy Rights)

19. To participate as a member of any parent advisory committee, schoolsite council or site-based management leadership team in accordance with any rules and regulations governing membership in these organizations. **(Education Code 51101)**

For parents/guardians of English learners, this right shall include the right to participate in school and district advisory bodies in accordance with federal and state law and regulations. **(Education Code 51101.1)**

(cf. 0420 - School Plans/Site Councils)
(~~cf. 0420.3 - School Based Student Motivation and Maintenance Program~~)
(~~cf. 0420.5 - School Based Decision Making~~)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6171 - Title I Programs)
(cf. 6175 - Migrant Education Program)

20. To question anything in their child's record that the parent/guardian feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school. **(Education Code 51101)**

(cf. 5125.3 - Challenging Student Records)

21. To provide informed, written parental consent before their child is tested for a behavioral, mental or emotional evaluation. A general consent, including medical consent used to approve admission to or involvement in, a special education or remedial program or regular school activity, shall not constitute written consent for these purposes. **(Education Code 49091.12)**

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.3 - Health Examinations)

Parent Responsibilities

Parents/guardians may support the learning environment of their children by: **(Education Code 51101)**

1. Monitoring attendance of their children
2. Ensuring that homework is completed and turned in on time
(cf. 6154 - Homework/Makeup Work)
3. Encouraging their children to participate in extracurricular and cocurricular activities
(cf. 6145 - Extracurricular and Cocurricular Activities)
4. Monitoring and regulating the television viewed by their children
5. Working with their children at home in learning activities that extend the classroom learning
6. Volunteering in their children's classroom(s) or for other school activities
(cf. 1240 - Volunteer Assistance)
7. Participating in decisions relating to the education of their own children or the total school program as appropriate

Legal Reference:

EDUCATION CODE

49091.10 - Parental review of curriculum and instruction

49091.12 - The Education Empowerment Act of 1998, Parental Review

49091.14 - The Education Empowerment Act of 1998, Parental Review

49091.18 - The Education Empowerment Act of 1998, Parental Review
51101 - Parents Act of 2002
51101.1 - Parents Act of 2002
UNITED STATES CODE, TITLE 20
1232h Protection of pupil rights

Regulation
reviewed: January 21, 2003
Regulation Reviewed:

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

4/14/15

12.2 •

BOARD REPORT

12.2 First Reading of New Administrative Regulation 4112.4, Health Examinations

It is recommended practice that the Board of Education review Board Policies/Administrative Regulations that are significant to the operation of the District on a regular basis. District Administration recommends updating Administrative Regulation 4112.4, Health Examinations to reflect New Law (AB 1667) which requires employees to complete a tuberculosis risk assessment and provides that a tuberculin skin test will only be necessary if risk factors are identified. This new Administration Regulation will replace the prior Administrative Regulation and the deletion of the prior Board Policy.

**Health Examinations
Personnel**

AR 4112.4 4212.4,4312.4

Tuberculosis Tests

No applicant shall be initially employed by the district, or employed under contract, in a classified or certificated position unless he/she has submitted to a tuberculosis risk assessment within the past 60 days and, if tuberculosis risk factors are identified, has submitted to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the applicant shall obtain an x-ray of the lungs. At his/her discretion, an applicant may choose to submit to the examination instead of the risk assessment. (Education Code 49406)

(cf. 1240 - Volunteer Assistance)
(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(cf. 4212 - Appointment and Conditions of Employment)

Prior to employment by the district, an applicant shall submit a certificate from an authorized health provider stating that the applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)

An applicant who was previously employed in another school district or private or parochial school shall be deemed to have fulfilled the tuberculosis testing requirement if he/she produces a certificate showing that he/she was found to be free of infectious tuberculosis within 60 days of initial hire or if his/her previous employer verifies that it has a certificate on file showing that the applicant is free from infectious tuberculosis. (Education Code 49406)

Thereafter, each district employee who was found free of infectious tuberculosis shall undergo a tuberculosis risk assessment and an examination whenever risk factors are identified, at least once every four years or more often when required by the Governing Board upon recommendation of the county health officer. However, once an employee has a documented positive test for tuberculosis infection followed by an x-ray, he/she shall no longer be required to submit to the tuberculosis risk assessment but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that the district will reimburse an applicant who is subsequently hired by the district. The district shall reimburse the employee for the cost, if any, of subsequent tuberculosis risk assessments and examinations. The district may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is reimbursable to the employee. (Education Code 49406)

Whenever the district contracts for the transportation of students, the contract shall require that all drivers who will be transporting students complete the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire. (Education Code 49406)

(cf. 3312 - Contracts)
(cf. 3540 - Transportation)
(cf. 3542 - School Bus Drivers)

The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)

1. An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge and belief, he/she is free from infectious tuberculosis

Such an exemption shall be allowed only if the Board determines by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probable cause to believe that the applicant/employee is afflicted with infectious tuberculosis, he/she may be excluded from service until the Board is satisfied that he/she is not afflicted.

(cf. 4030 - Nondiscrimination in Employment)

2. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy

Examination of Certificated Employees for Disabling Diseases

To fill a certificated position with an applicant who has not previously been employed in a certificated position in California, or with a retirant who has not been employed as a retirant, the district shall have on file a medical certification indicating that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. (Education Code 44839, 44839.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

The certificate shall be completed and submitted directly to the district by an authorized health care provider. The medical examination referenced in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)

Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)

Certificated employees and/or retirants shall be required to periodically undergo, at district expense, a medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)

Mental Examination for Certificated Employees

Whenever the Board is considering the suspension or transfer of a certificated employee based on its reasonable belief that the employee is suffering from mental illness of such a degree as to render him/her incompetent to perform his/her duties, the employee shall be offered the opportunity of being examined by a three-member panel of psychiatrists and psychologists in accordance with Education Code 44942. The employee shall select the members of the panel from a list of psychiatrists and psychologists provided by the district. The examination shall be conducted, at district expense, within 15 days of the ordered suspension or transfer. The employee shall submit to the examination, but shall also be entitled to present a report of any psychiatrist, psychologist, or physician of his/her own choice. (Education Code 44942)

(cf. 4032 - Reasonable Accommodation)
(cf. 4114 - Transfers)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

44839 Medical certificate; periodic medical examination
44839.5 Requirements for employment of retirant
44932 Grounds for dismissal of permanent employee
44942 Suspension or transfer of certificated employee on ground of mental illness
45122 Physical examinations
49406 Examination for tuberculosis

BUSINESS AND PROFESSIONS CODE

2700-2838 Nurses
3500-3546 Physician assistants

HEALTH AND SAFETY CODE

121525 Private and parochial school employees, examination for tuberculosis

CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired persons
5503 Physical examination for employment of retired persons
5504 Medical certification procedures

COURT DECISIONS

Doe v. Lincoln Unified School District, (2010) 188 Cal.App.4th 758
Leonel v. American Airlines, Inc., (2005) 400 F.3d. 702
Raven v. Oakland Unified School District, (1989) 213 Cal.App.3d 1347

BOARD REPORT

4/14/15

14.1a

14.1a Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates

Board Bylaw 9320 states that the Board of Education shall hold two public board meetings each month unless a change in the schedule is stipulated at a regularly scheduled Board Meeting.

It is the intent of the Board of Education to cancel the public meetings scheduled for July 28; August 11, 2015; December 22, 2015; and March 22, 2016. Accordingly, the Board of Education must take action to waive its rules in order to cancel its regularly scheduled public Board meetings on July 28, 2015; August 11, 2015; December 22, 2015; and March 22, 2016. The proposed schedule of meetings for 2015/2016 is attached.

RECOMMENDED MOTION: That the Board of Education waive Bylaws of the Board 9320, Meetings, for the purpose of cancelling the regularly scheduled meetings of July 28, 2015; August 11, 2015; December 22, 2015; and March 22, 2016 as presented.

Moved by:

Seconded by:

Vote:

BOARD OF EDUCATION MEETING SCHEDULE 2015-2016

Culver City Unified School District meetings are regularly scheduled for the second and fourth Tuesdays of every month. The first meeting of the month is held at the District Office, and the second meeting of the month is held at City Hall in the Mike Balkman Chambers.

Visit the Culver City Unified School District Website at www.ccusd.org

July 14, 2015

July 28, 2015 and August 11, 2015 - CANCELLED

August 25, 2015

September 8, 2015

September 22, 2015

October 13, 2015

October 27, 2015

November 10, 2015

November 24, 2015

December 8, 2015

December 22, 2015 - CANCELLED

January 12, 2016

January 26, 2016

February 9, 2016

February 23, 2016

March 8, 2016

March 22, 2016 - CANCELLED

April 12, 2016

April 26, 2016

May 10, 2016

May 24, 2016

June 14, 2016

June 28, 2016

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit (s), and any other applicable addenda.
- 1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 **AVID Programs:** Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).
- 1.7 **Exhibit:** The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 **Payment Terms:** The terms of when payment is due; as listed on the Quote.
- 1.9 **Quote:** The order document that is fully incorporated into this Agreement by reference.

Article II. Period of Agreement

- 2.1 **Term:** The Term ("Term") of this Agreement shall be July 1, 2015 to June 30, 2016 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). (For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site).

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 **Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 **Rights Reserved:** Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 **Proprietary Rights:** The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 **Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 **Compliance with Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

Article IV. Compensation

- 4.1 **Quotes--Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1 Independent Contractors:

AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Culver City Unified School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID program—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director Secondary and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director Secondary through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director Secondary to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- An AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director Secondary attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 **Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

BOARD REPORT

**4/14/15
14.3a**

14.3a Approve Hazard Mitigation Plan Consultant Agreement Pursuant to Our Agreement with the City of Culver City

Last August, the Board of Education approved our joining with the City in their application for a FEMA grant to provide for the Joint Hazard Mitigation Plan that is required for both the City and CCUSD to receive funding if a natural disaster strikes. The City/CCUSD Joint FEMA application was approved in December. At this time we need to approve the Hazard Mitigation Plan Consultant Agreement with the consultant selected by the City pursuant to our agreement to participate in both the plan itself and the consultant cost to prepare the plan.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District approve the Culver City/CCUSD Joint Mitigation Plan Consultant Agreement with Michael Baker International.

Moved by:

Seconded by:

Vote:

CITY OF CULVER CITY
&
CULVER CITY UNIFIED SCHOOL DISTRICT

STANDARD FORM CONTRACT

WITH: RBF CONSULTING, A WHOLLY-OWNED SUBSIDIARY OF MICHAEL
BAKER INTERNATIONAL COMPANY

FOR: PREPARATION OF A MULTI-JURISDICTIONAL HAZARD MITIGATION
PLAN FOR THE CITY OF CULVER CITY AND THE CULVER CITY UNIFIED
SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," THE CULVER CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (the "District"), and RBF CONSULTING, A CALIFORNIA CORPORATION AND WHOLLY-OWNED SUBSIDIARY OF MICHAEL BAKER INTERNATIONAL COMPANY, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Section 32 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Public Works Director / City Engineer and District's Superintendent.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Section 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). Starla Barker, AICP, Senior Associate/Project Manager, shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City and District. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.

6. INDEMNITY: To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole expense, with legal counsel approved by City and District) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees, the Culver City Unified School District and members of its Board of Education (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising out of or pertaining or relating to the willful misconduct, recklessness or negligent acts, errors or omissions of Consultant. This indemnity and obligation to hold harmless shall apply regardless of whether or not City or District prepared, supplied, or approved plans or specifications or inspected any of the work or improvements installed or constructed pursuant to the contract

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONTRACTOR STATUS. City, District and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City and District. Consultant is not an agent or employee of City or District, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City or District provide for their employees. Consultant shall be responsible to pay and hold City and District harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City funded primarily by a grant awarded by the Federal Emergency Management Agency (FEMA) that is administered by the California Office of Emergency Services (OES). In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City and District shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City and District shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City and District shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City and District within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City and District in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, electronic mail, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile or electronic mail (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To City: City of Culver City
 Attention: Charles D. Herbertson,
 Public Works Director / City Engineer
 9770 Culver Blvd.
 Culver City, CA 90232
 charles.herbertson@culvercity.org

To District: Culver City Unified School District
 Attention: Mike Reynolds
 Assistant Superintendent
 4034 Irving Place

Culver City, CA 90232
mikereynolds@ccusd.org

To Consultant: RBF Consulting, a Michael Baker International Company
Attention: Starla Barker, AICP
14725 Alton Parkway
Irvine, CA 92618
sbarker@mbakerintl.com

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. COMPLIANCE WITH LAW. Consultant shall familiarize itself with and perform the service required under this contract in conformity with requirements and standards of the City and District, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by service under this contract. The Consultant shall also comply with all Federal, OSHA, state, and local laws and ordinances applicable to any of the service involved in this Contract. The Consultant shall indemnify and hold harmless City and District against any claim arising from the violation of any such laws, ordinances and regulations whether by the Consultant or their employees.
17. PROHIBITED INTERESTS.
 - a. Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Consultant, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Consultant, any fee, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City or District shall have the right to annul this contract without liability;
 - b. Consultant agrees that, for the term of this Contract no member, officer, or employee of the City or District, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof;
 - c. The employment by Consultant of personnel on the City's payroll will not be permitted in the execution of this contract, even though such

employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Consultant of personnel who have been on the City's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Consultant securing this or related contract with the City, is also prohibited.

18. NON-DISCRIMINATION REQUIREMENTS. Consultant shall not discriminate against any employee or applicant for employment because of sex, age, physical handicap, race, color, religion, ancestry, sexual orientation or national origin. Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their age, sex, physical handicap, race, color, religion, ancestry, sexual orientation or national origin.

Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.

19. PROTECTION OF RESIDENT WORKERS. The City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). Consultant shall establish appropriate procedures and controls so no services performed under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or hold employment.

20. PROVISIONS FOR FEDERAL AWARDS CONTRACTS.

DEBARMENT AND SUSPENSION CERTIFICATION.

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does

not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed in writing to City.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
- D. Providing false information may result in criminal prosecution or administrative sanctions.

21. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING - BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).

- A. Consultant certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil

penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.
22. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
23. RIGHT TO UTILIZE OTHERS. City and District reserve the right to utilize others to perform work similar to the services provided hereunder.
24. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
25. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
26. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
27. RIGHT TO TERMINATE. City and District may terminate this Agreement at any time, with or without cause, in their sole discretion, with thirty-days' (30-days') written notice.
28. EFFECT OF TERMINATION. Upon termination as stated in Section 27 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.
29. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
30. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's

fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

31. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City, District and Consultant regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
32. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

RBF CONSULTING, A WHOLLY-OWNED
SUBSIDIARY OF MICHAEL BAKER
INTERNATIONAL COMPANY

Dated: _____

By _____
S. Robert Kallenbaugh
Vice President

Signatures continued on Page 9)

(Signatures continued from Page 8)

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____

John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director/
City Engineer

Carol A. Schwab
City Attorney

CULVER CITY UNIFIED SCHOOL DISTRICT

Dated: _____

By _____

David LaRose
Superintendent

EXHIBIT A

CITY OF CULVER CITY
&
CULVER CITY UNIFIED SCHOOL DISTRICT

AGREEMENT

WITH: RBF CONSULTING, A WHOLLY-OWNED SUBSIDIARY OF MICHAEL
BAKER INTERNATIONAL COMPANY

FOR: PREPARATION OF A MULTI-JURISDICTIONAL HAZARD MITIGATION
PLAN FOR THE CITY OF CULVER CITY AND THE CULVER CITY UNIFIED
SCHOOL DISTRICT

SCOPE OF SERVICE

Consultant shall satisfactorily perform the tasks under Phases 1 through 5 listed under "Scope of Work" in Consultant's proposal dated March 2, 2015; which is attached hereto, and incorporated herein by reference as though fully set forth.

Consultant agrees to execute the Scope of Work in a manner compliant with all California Office of Emergency Services and Federal Emergency Management Agency requirements necessary to receive their approval of the Multi-Jurisdictional Hazard Mitigation Plan.

EXHIBIT B
CITY OF CULVER CITY
&
CULVER CITY UNIFIED SCHOOL DISTRICT
AGREEMENT

WITH: RBF CONSULTING, A WHOLLY-OWNED SUBSIDIARY OF MICHAEL
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SCHOOL DISTRICT

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

1. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made on the basis of the rates set forth in Consultant's Fee Proposal; which is attached hereto, and incorporated herein by reference as though fully set forth.
2. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City at the following address:

City of Culver City
Public Works Department
Attn: Joe Susca, Senior Management Analyst
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

3. TIME OF PAYMENT FOR MONTHLY INVOICES. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.

4. FINAL PAYMENT. Consultant understands and agrees that one final payment of ten percent (10%) of the total contract amount or Ten Thousand Forty-three Dollars (\$10,043.00) shall be retained by City until City obtains final approval of the Multi-Jurisdictional Hazard Mitigation Plan from the California Office of Emergency Services and the Federal Emergency Management Agency. Once said approval has been obtained, payment to Consultant shall be made within thirty (30) days in accordance with City's normal demand procedure

5. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed One Hundred Thousand Four Hundred Thirty Dollars (\$100,430.00), which amount includes all out-of-pocket expenses; provided that City's Public Works Director / City Engineer, in the exercise of his sole discretion, is authorized to increase that total fee by up to Sixteen Thousand Thirty-two Dollars (\$16,032.00) to a maximum of One Hundred Sixteen Thousand Four Hundred Sixty Two (\$116,462.00) for additional services due to unexpected causes or for optional tasks as agreed upon by the parties. Any increases shall be approved in writing by City.

EXHIBIT C

CITY OF CULVER CITY
&
CULVER CITY UNIFIED SCHOOL DISTRICT

AGREEMENT

WITH: RBF CONSULTING, A WHOLLY-OWNED SUBSIDIARY OF MICHAEL
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INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations or Hazards; and

- e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees and the Culver City Unified School District and members of its Board of Education will be named as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
2. Reserved.
3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.
4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Consultant employees working within the City limits.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.



The MJHMP will document in detail the planning process in order to ensure transparency and provide legitimacy for decision makers to pursue mitigation actions. Of critical importance, is stakeholder and community involvement in order to identify and validate existing information and to ensure new/updated information is appropriately integrated into the MJHMP.

Our proposed planning process will bring together City staff, CCUSD Staff, representatives from participating jurisdictions, stakeholders, and the general public in a community-based, transparent, and collaborative process that develops and builds the overall hazard mitigation program of Culver City and CCUSD. Based on our extensive experience in supporting, authoring, and reviewing hazard mitigation plans throughout FEMA Region IX, our approach is specifically tailored to prepare a well-documented and useful MJHMP. Our tested approach provides an effective framework for an inclusive planning process and successful project completion. This process has been approved numerous times by the California Office of Emergency Services (Cal OES) and FEMA, and will result in a solid foundation for Culver City and the CCUSD to incorporate hazard mitigation planning into day-to-day operations.

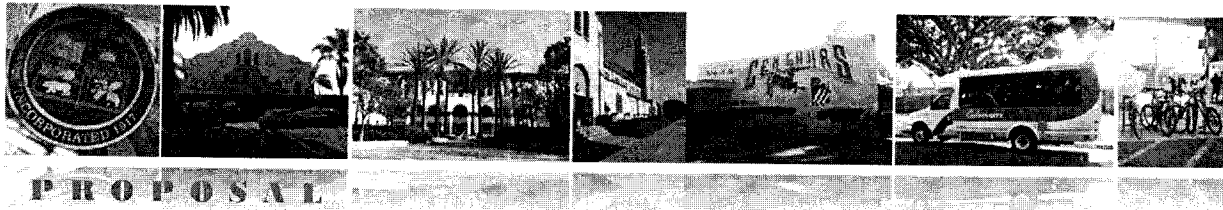
Upon receiving a “Notice to Proceed,” key Baker Team Members and the City and CCUSD Project Coordinators will participate in an initial Project Kick-off Meeting to discuss and finalize the project work plan, schedule, and deliverables, as well as confirm the public involvement strategy. After these initial face-to-face meetings, the project team will conduct regular progress meetings with the City and CCUSD Project Coordinators via conference call to provide updates on the various tasks of the project and what is expected in the near future.

SCOPE OF WORK

PHASE 1 RESOURCE ORGANIZATION

Resource Organization forms the basis of the planning process to develop the MJHMP. This phase includes the formation of the Hazard Mitigation Planning Team (HMP Team), as well as developing the community engagement strategy. Stakeholder coordination and community engagement ensures a coordinated, inclusive, and efficient process for developing the MJHMP. The core concept behind this step in the planning process is not just complying with FEMA requirements, but creating a framework for successful plan development and implementation in future years. Stakeholder coordination and community engagement allows for:

- Consolidation of data and information about natural hazards for the preparation of a concise, but useful MJHMP specific to the conditions of Culver City and the CCUSD;
- Identification of existing hazard mitigation activities currently taking place in the City and in the vicinity;
- Stakeholder buy-in and process improvements;
- Strengthening of existing and developing new partnerships for future collaboration; and



- Identification of areas of synergy for hazard mitigation actions and projects, as well as the potential for collaborative public education and awareness campaigns that communicate risk in Culver City.

Stakeholder coordination and community engagement involves identifying the people, agencies, and organizations who will participate by providing input throughout the planning process. The “people” resource includes the HMP Team and General Public.

1.1 PROJECT KICK-OFF MEETING

Immediately following the issuance of a notice to proceed, the Baker Team will conduct an internal kick-off meeting with the City and CCUSD Project Coordinators. The primary purpose of the meeting is to review the proposed planning process, anticipated project schedule, and deliverables, as well as describe roles and responsibilities for the Baker Team and City and CCUSD Project Coordinators. Specific issues anticipated to be discussed include:

- The roles and responsibilities of the Baker Team and City and CCUSD Project Coordinators.
- The identification of the HMP Team and any other critical stakeholders to be involved in the planning process through other means.
- The development and implementation of a Community Engagement Strategy to ensure public involvement during the MJHMP development and prior to final approval of the MJHMP. This would include identifying methods to generate public interest and solicit citizen input, as well as identifying potential stakeholder partnerships (i.e., serving on the HMP Team).
- The identification of existing data, plans, policies, programs, studies, reports, and other technical information for review and incorporation into the planning process.
- The identification of any potential barriers to timely task completion and the means to overcome those barriers.

1.2 STAKEHOLDER COORDINATION

The HMP Team will guide the development of the MJHMP and ensure that the goals, objectives, and mitigation actions identified in the MJHMP are consistent with the City and CCUSD’s overall goals, as well as its resources. It is anticipated that participants in the HMP Team would represent various City and CCUSD Departments and Staff, including the Fire Department, Public Works, Community Development, Parks and Recreation, and the Police Department, as well as neighboring jurisdictions and other public and private entities, as applicable. The Baker Team will work with the City and CCUSD to identify potential participants. The City and CCUSD will be responsible for assembling the HMP Team.

1.3 HMP TEAM MEETINGS

The Baker Team will facilitate a series of HMP Team meetings to ensure continuous involvement of stakeholders in the development of the MJHMP. These meetings will provide the Baker Team with the opportunity to obtain input throughout the drafting of the MJHMP, as well as refine specific aspects of the project approach as needed. The meetings will also serve to engage participants in a manner that will encourage them to take ownership of the MJHMP. Gaining involvement and support in the planning



process will result in a greater likelihood of plan implementation and maintenance in the future to reduce current and future hazard vulnerabilities.

The Baker Team will provide all necessary materials needed to conduct the MJHMP Team meetings under City leadership. Baker will assist the City/CCUSD with coordinating email invitations to each meeting. City staff will be responsible for securing all meeting locations.

The Baker Team recommends conducting four meetings with the HMP Team to review and discuss the MJHMP activities, with an *Optional Task* for a fifth meeting to review the Draft MJHMP, if determined necessary by the City/CCUSD.

A summary of the meeting topics is provided in the table below:

| Meeting | Agenda Topics |
|---|---|
| Meeting #1: Hazard Mitigation Planning 101 | <ul style="list-style-type: none"> ▫ Introduction to Hazard Mitigation Planning and the Process ▫ Explanation of roles and responsibilities ▫ Community Engagement Strategy Overview ▫ Potential Hazard Overview ▫ Preliminary Data Collection |
| Meeting #2: Risk Assessment Workshop | <ul style="list-style-type: none"> ▫ Preliminary Results and Findings of Risk Assessment ▫ Community Asset Inventory Review ▫ Group Analysis and Risk Factor Development |
| Meeting #3: Mitigation Strategy Workshop | <ul style="list-style-type: none"> ▫ Identification of Goals ▫ Discussion of Capabilities Assessment ▫ Development of Mitigation Actions |
| Meeting #4: Plan Implementation and Maintenance Workshop | <ul style="list-style-type: none"> ▫ Prioritization of Mitigation Actions ▫ Development of Implementation Strategy for Mitigation Actions ▫ Development of Plan Maintenance Process |

Multi-jurisdictional plans require that participating jurisdictions identify jurisdiction-specific hazards and mitigation actions/strategies and discuss the activities of the specific jurisdiction in mitigating hazards. Typically, representatives from each of the participating jurisdictions will also be responsible for engaging in a concurrent, localized planning process specific to his/her jurisdiction. This representative reports back to his/her community on a regular basis and gathers feedback and input for the MJHMP. However, due to the physical area being considered and since the City and CCUSD are the only jurisdictions participating in this MJHMP, we assume the appropriate representatives from both the City and CCUSD will be part of the HMP Team meetings. Therefore, the HMP Team meetings will be structured to allow for jurisdictional focus groups to develop and prioritize mitigation actions, as well as identify the hazards, vulnerabilities, impacts, goals, and plan maintenance processes specific to each jurisdiction.



1.4 COMMUNITY ENGAGEMENT

As with other planning efforts, community engagement, a major and required component of the MJHMP planning process, provides transparency and consensus building for the City and ultimate success of the MJHMP (in terms of not just approval, but implementation of mitigation actions). Understanding that there is never a “one size fits all” approach to community outreach, the Baker Team will work with the HMP Team to develop/refine a Community Engagement Strategy for the MJHMP that will result in the greatest amount of participation based on their specific understanding of the community. The community outreach approach is anticipated to include a community survey, community engagement meeting, and web-based participation, as discussed below.

1.4.1 Online Community Survey

The Baker Team will develop an online survey and survey distribution plan, compile survey results, and provide a detailed summary of input received. The survey will be provided through a third-party provider such as SurveyMonkey. The survey will include multiple-choice questions, ranking/rating scales, and open-ended questions, all specifically designed to inform the planning process.

With City/CCUSD input, Baker will outline a survey distribution plan identifying where and when the survey will be distributed and promoted. Community members will be able to link to the survey through the City/CCUSD homepage and email notices. The survey link may also be promoted through the following mediums:

- Culver City Living
- Parent/teacher organizations
- Postings at key locations throughout the City, including City Hall, Schools, libraries, park kiosks, transit stops, etc.
- Special interest groups, clubs, or organizations

1.4.2 Community Engagement Meeting

The Baker Team will facilitate one workshop/open house event with the public to review and discuss the MJHMP. The meeting will occur toward the beginning of the planning process during the Risk Assessment phase. Once the Baker Team compiles, reviews, and assesses existing plans, studies, data, and other technical reports, hazard profile information will be presented to the general public for comment and feedback. At this meeting, the Baker Team will briefly describe what the MJHMP is, and discuss project timelines and milestone. The Baker Team will seek to obtain local knowledge or concerns regarding unique

Successful Outreach

- Informs and educates about hazards and risks
- Invites interested parties to contribute their views and ideas for mitigation
- Identifies conflicts and incorporates different perspectives and priorities early in the process
- Provides data and information that improves overall quality and accuracy of the plan
- Ensures transparency and builds trust
- Maximizes opportunities for implementation through greater consensus and acceptance



hazard risks not captured in the risk assessment to date. This meeting will also serve to educate the public on hazard mitigation principles and practices and begin soliciting their input into the design of mitigation goals, strategies, and projects for the participating jurisdictions to consider.

The Baker Team will develop one promotional piece to publicize the meeting and coordinate with the HMP Team to promote attendance. The promotional piece will be provided to the City/CCUSD project coordinators for review and Baker assumes one round of revisions. The City and CCUSD will be responsible for dissemination of the promotional piece. City/CCUSD staff will secure a location for the community engagement meetings and provide refreshments, if desired.

1.4.3 Web-Based Participation

By utilizing multiple media formats, the Baker Team will work with City/CCUSD staff to provide clear messaging for all stakeholders throughout the duration of the project. Online outreach will be a key strategy in the planning process, providing a cost-effective means for reaching stakeholders and interested members of the public throughout the process. Baker will assist the City in designing a page for the City's website or graphics for an existing page that is specifically dedicated to this project. A link can be provided on the CCUSD website. The webpage will provide information about the MJHMP, including information about the planning process, draft documents, and upcoming meetings. Website visitors will have an opportunity to provide input, comment on the elements of the MJHMP, and ask questions. They will also be able to sign up for email updates.

1.4.4 Additional Outreach Tools

Culver City Living. Baker will provide material for inclusion in one edition of the Culver City Living. Depending upon the production schedule, this could include information regarding the MJHMP process and opportunities for involvement, advertisement of the survey, or information regarding the draft MJHMP and opportunity for the community to review and provide comments. The materials will be in concert with updates to the website and also information sent through email.

Promotional Materials. Baker will design up to two (2) promotional pieces to help publicize opportunities to participate and/or explain the MJHMP process.

As an optional task, an outreach booth could be provided at a City event, such as the Farmers Market, providing an additional opportunity to inform residents of the MJHMP process and administer the Survey. *For more detailed information, refer to Optional Tasks.*

1.5 REVIEW EXISTING RESOURCE DOCUMENTS AND MAPPING

As part of the kick-off meeting, the Baker Team and City/CCUSD staff will identify and review resource documents pertinent to the project, such as existing plans, studies, mapping, and data available from local, state, and federal sources. Additional resource documents and mapping will also be identified by HMP Team members. It is anticipated these resources will include, but not be limited to the following:



- Culver City Multi-Jurisdiction Hazard Mitigation Plan (not approved)
- Culver City General Plan and Specific Plans
- Los Angeles County All-Hazard Mitigation Plan
- Hazard Mitigation Plans of Neighboring Communities
- Flood Insurance Rate Maps (FIRMs)
- Parks, Recreation, and Open Space Plans
- USGS Earthquake Shake Maps
- Stormwater Management Plans
- City Utility Systems
- City Parcel Information
- City Zoning Ordinances/Municipal Codes
- City Development Regulations
- Urban Water Management Plans
- 2013 CA State Hazard Mitigation Plan
- Emergency Operations Plans

A key component of the MJHMP will be early engagement of County, State, and Federal agencies that have oversight of the planning process. By engaging these entities early on in the process, the Baker Team will ensure that the most up-to-date and relevant data and information is incorporated into the MJHMP in order to reduce the need for revisions and comments during final review of the MJHMP.

1.6 CITY COUNCIL/PLANNING COMMISSION STUDY SESSION

Baker proposes a City Council/ Planning Commission Study Session to update both of these governing bodies of the current process underway, progress that has been made to date and enlist input regarding areas of concern and/or issues that should be addressed. This study session is also anticipated to be an initial opportunity for public input and feedback regarding the MJHMP process from residents and interested stakeholders.

1.7 CULVER CITY UNIFIED SCHOOL DISTRICT SCHOOL BOARD STUDY SESSION

Baker proposes a School Board Study Session to update this governing body of the current process underway, progress that has been made to date and enlist input regarding areas of concern and/or issues that should be addressed. This study session is also anticipated to be an opportunity for public input and feedback regarding the MJHMP process from residents and interested stakeholders.

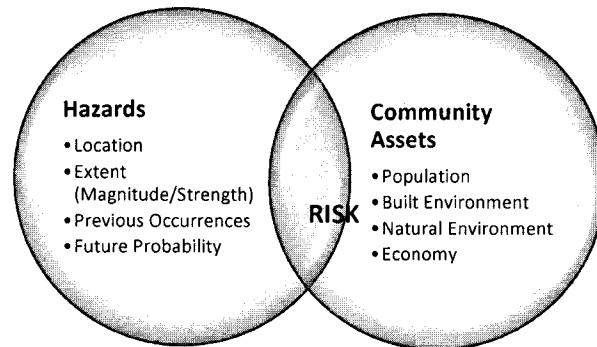
PHASE 1.0 DELIVERABLES:

- Participation by up to two (2) Baker staff in a kick-off meeting
- Kick-off Meeting notes and revised project Scope of Work/Schedule
- Preparation, facilitation, and materials by Baker in up to five HMP Team Meetings
- Survey development and summary
- Preparation, facilitation, and materials by Baker in one Community Engagement Meeting
- Preparation of text for one edition of Culver City Living
- Preparation of up to two (2) promotional pieces
- Webpage design assistance and project information text by Baker
- Preparation, facilitation, and materials by Baker in Joint Council/Commission Study Session
- Preparation, facilitation, and materials by Baker in School Board Study Session



PHASE 2.0: RISK ASSESSMENT

In accordance with FEMA requirements, this step of the planning process identifies, profiles, and prioritizes hazards in Culver City and assesses risk and vulnerability resulting from identified hazards. Results from this step will form the foundation for the subsequent identification of the appropriate mitigation actions for reducing losses.



2.1 HAZARD IDENTIFICATION AND PROFILES

The Baker Team will review the 2013 CA State Hazard Mitigation Plan, the Culver City Multi-Jurisdictional Hazard Mitigation Plan, Los Angeles County All-Hazard Mitigation Plan, neighboring communities' hazard mitigation plans, and past disaster declarations and occurrences to develop an initial list of hazards affecting Culver City.

According to the RFP, the City would like to address human-caused hazards within the MJHMP update. Although human-caused hazards are not required to be considered in the MJHMP, the inclusion of these hazards does not preclude FEMA approval. The planning approach identified herein can be applied to all disasters. The Baker Team will work with the MJHMP Team to determine which hazards (natural or human-caused) should be included in the MJHMP to give a complete picture of the hazard risk in the City.

Each hazard profile will include a description of the hazard, previous occurrences, location, extent (magnitude or strength), and probability of future occurrences. Location-based hazard data will be captured in a GIS database compatible with the City's GIS systems, where possible. The Baker Team will work with City staff to identify available GIS data and to determine if it is accurate and appropriate for hazard profiling at the desired scale. Baker anticipates the City's GIS data will require minimal alterations. Current and newly created (as needed) data will be used to develop mapping products (as much as possible) to illustrate location, extent, severity, and other information for hazards located in the City. The best available data will be used to complete this task.

Based on an initial background review of Culver City and the RFP, the natural hazards to be profiled in the MJHMP are anticipated to include, but not be limited to:

- Earthquake
- Levee/Dam Failure
- Severe Storm
- Windstorms
- Flooding
- Mud/Landslide
- Coastal Storm



Human-caused hazards would require further discussion, but could potentially include urban fires, terrorism, and technological hazards (industrial accident/hazardous materials spill).

2.2 ASSET INVENTORY AND VULNERABILITY ASSESSMENT

Hazard profiling exposes the unique characteristics of individual hazards and begins the process of determining “who” and “what” is susceptible to a specific hazard within Culver City. This task develops a comprehensive asset inventory to assess vulnerability from identified hazards. Results from this step will form the foundation for the subsequent identification of the appropriate mitigation actions for reducing losses.

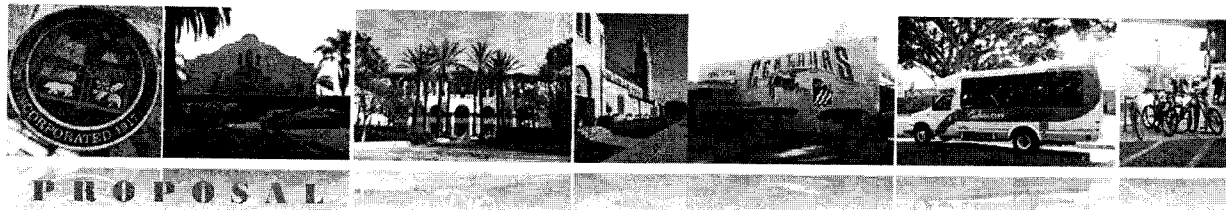
The MJHMP will include a general description of the population, as well as a current inventory of existing buildings, infrastructure, and critical facilities located within identified hazard area boundaries based on best available data within the City. Impacts to community assets are usually represented by measures such as population at risk, percent damage, number of vulnerable structures, and potential dollar loss estimation.

The Baker Team will focus on (1) Priority 1 critical facilities such as police stations, fire stations, public works yards, City administrative buildings, and medical facilities; and (2) Priority 2 critical facilities such as transportation infrastructure, utilities, and schools over other residential, commercial, or industrial structures. If data is available from the City/CCUSD, the Baker Team will include localized building replacement costs, which are applied to the building infrastructure loss analysis. Potential loss estimates are not a requirement for a MJHMP, but this information assists local officials and communities in decision-making about mitigation actions.

The Baker Team will overlay available hazard data layers with the information above to determine vulnerability of the participating jurisdictions. If digital parcel data and/or building footprints are available from the City/CCUSD, the Baker Team will obtain and use that information to determine the types and numbers of structures at risk in the City.

The risk assessment will also include a general overview of land uses and types of development occurring throughout the City. It will also include existing and future land uses and development densities in identified hazard areas. If possible, based on the availability of information from the City, the MJHMP will indicate where approved and/or planned development is likely to occur. This information will be used to assess the overall vulnerability and identify which future structures may be at risk. The risk assessment will provide a description of local development, redevelopment, and population trends in the discussion of anticipated future development. A draft Risk Assessment will be submitted to the HMP Team for review.

As an optional task, the City/CCUSD may consider using FEMA’s risk assessment software, HAZUS-MH. The Hazus earthquake risk assessment module identifies an array of damage assessment outputs, providing direct and indirect losses for the City/CCUSD following an earthquake scenario of choice. Although useful in communicating and understanding earthquake risks, a Hazus analysis is not required by FEMA. FEMA requires jurisdictions analyze their risks to the greatest extent possible using the best data and techniques available to the jurisdiction. Regardless of whether the City/CCUSD chooses to incorporate a Hazus



analysis, the Baker Team is confident that a robust assessment of the City/CCUSD's risks can be achieved. For more detailed information regarding Hazus, refer to *Optional Tasks*.

PHASE 2.0 DELIVERABLES:

- GIS database of all hazards, inventory, and results data
- Hazard Profile Maps, tables, graphics, and associated narrative
- Vulnerability analysis, tables, graphics, and associated narrative

PHASE 3.0 MITIGATION STRATEGY

The mitigation strategy is the explicit strategy that provides the blueprint for reducing the potential losses identified in the risk assessment for the City, based on the City/CCUSD's existing authorities, policies, programs and resources, and the ability to expand and improve upon these existing tools. Developing the mitigation strategy involves identifying goals, assessing the capabilities of the participating jurisdictions, reviewing mitigation actions from the County and surrounding agencies, identifying new mitigation actions, and preparing preliminary implementation strategies for mitigation actions.

Mitigation Action Types

- Local Planning and Regulations
- Structural and Infrastructure Projects
- Natural Systems Protection
- Education and Awareness Programs

A comprehensive mitigation strategy analyzes a wide range of mitigation actions from multiple forms of mitigation techniques, including structural project (buyouts, elevations, retrofits, etc.), non-structural project (policies, land use regulations, floodplain management ordinances, etc.), natural systems protection projects (sediment/erosion control, stream corridor restoration, wetland restoration/preservation, conservation easements, etc.), and educational/awareness programs (real estate disclosures, websites with hazard information/maps, mailings to those in hazard-prone areas, etc.).

3.1 IDENTIFY GOALS

The Baker Team will work closely with City/CCUSD staff and the HMP Team to identify the mitigation goals and objectives to reduce or avoid long-term vulnerabilities to the identified hazards. The mitigation goals and objectives should address the following questions:

- Do the goals reflect the City/CCUSD's risk assessment?
- Do the goals support City/CCUSD's mitigation priorities?
- Do the goals reflect current state goals?

3.2 DEVELOP CAPABILITIES ASSESSMENT

A capabilities assessment is a comprehensive review of all the various mitigation capabilities and tools currently available to the City/CCUSD to implement the mitigation actions that are prescribed in the mitigation strategy. Using a Capabilities Assessment Worksheet, the Baker Team will work with the City/CCUSD to review current mitigation capabilities. This section will also describe the City/CCUSD's past and current mitigation outreach, partnerships, and other efforts.



3.3 IDENTIFY/PRIORITIZE MITIGATION ACTIONS

The identification of high hazard areas in the risk assessment provides a starting point to develop appropriate mitigation actions that will address these hazard-prone areas/properties. The Baker Team will identify a comprehensive range of mitigation actions that are easy-to-understand, environmentally-sound, implementable, and considerate of the City/CCUSD's current and near-term capabilities. Mitigation actions will also be developed with consideration for potential future state or federal funding through capital improvement bond programs and/or mitigation grant programs.

Based on current FEMA guidance, mitigation actions and projects are defined as a hazard mitigation action, activity, process, or physical project designed to reduce or eliminate the long-term risks from hazards. Mitigation actions are intended to reduce risk to existing buildings and infrastructure, as well as limit any risk to new development and redevelopment. Actions that are of an emergency response or operational preparedness are generally not accepted as mitigation actions by Cal OES and FEMA. Mitigation actions that address local planning and regulations may be incorporated into other planning documents such as the General Plan and Emergency Operations Plans (EOP). Likewise, mitigation actions focusing on structure/infrastructure projects and natural systems protection may be incorporated into the City's capital improvement program (CIP) and other planning mechanisms, such as stormwater management plans, urban water management plans, groundwater management plans, habitat conservation plans, etc.

During this process, the Baker Team will develop mitigation actions based on the vulnerability and capability analysis updates. These identified mitigation actions will form the comprehensive mitigation strategy. The Baker Team will develop a process to prioritize identified mitigation actions based on criteria/factors determined by the HMP Team. Prioritization criteria can include, but is not limited to:

- Social acceptance of the mitigation action
- Technical feasibility of the mitigation action
- Administrative staffing, funding, and maintenance required for the mitigation action
- Political acceptability of the mitigation action
- Legal authority to implement the mitigation action or other legal concerns
- Economic benefit of the mitigation action (including cost effectiveness)
- Environmental impact of the mitigation action

An implementation strategy for the prioritized mitigation actions will be developed using implementation worksheets. The worksheets will identify, for each prioritized mitigation action, the mitigation action department lead, funding and staffing resources needed to complete the measure, time frame for completion, and steps needed to implement each.

PHASE 3.0 DELIVERABLES:

- Capabilities assessment worksheet and results
- Prioritized mitigation actions list
- Mitigation actions implementation worksheets



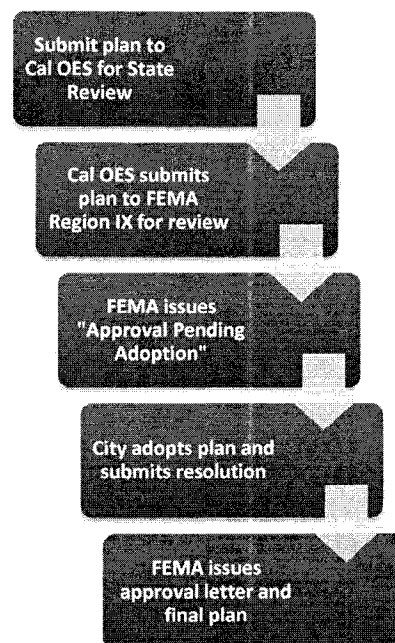
PHASE 4.0 MJHMP SUBMITTAL AND ADOPTION

This phase includes the compilation of the Draft MJHMP document to be submitted to Cal OES and FEMA Region IX for plan review and subsequent approval. The Plan Approval Process is highlighted in the graphic. The following tasks reflect this Plan Approval Process.

4.1 SCREENCHECK DRAFT MJHMP FOR HMP TEAM REVIEW

Upon completion of the hazard profiles, risk assessment, and mitigation strategy, the Baker Team will compile the information into a Screencheck Draft version of the MJHMP. The Baker Team will work with the HMP Team to develop the Plan Maintenance Section, which includes the procedures for monitoring, updating, and evaluating the MJHMP over the next five years; a description of how the City/CCUSD will involve the public during the plan maintenance process over the next five years; and a description of the process and procedures the City/CCUSD will use to incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, where and as appropriate.

There are a variety of ways that multi-jurisdictional plans may be organized. One option is to describe what is common to all jurisdictions in one section of the plan and then have for each participating jurisdiction an appendix containing a detailed description of each jurisdiction (e.g., its history, economy, demographics, etc.), specific hazard information, and a mitigation strategy the jurisdiction commits to implementing. The Baker Team will work with the City and CCUSD to determine the format and organization of the MJHMP that works best for both agencies.



The Baker Team will distribute and present the Screencheck Draft MJHMP to the HMP Team for review and comment.

4.2 PUBLIC REVIEW DRAFT MJHMP

Upon receipt of comments from the HMP Team, the Baker Team will incorporate the HMP Team comments and prepare the Public Review Draft MJHMP for distribution, which will include transmittal of the document to interested parties (as defined by the City/CCUSD and HMP Team) and local, State, and Federal agencies. The Draft document will be made available to the public for any comment and feedback to be incorporated into the MJHMP prior to submitting to Cal OES and FEMA for review.



4.3 PREPARE PLAN SUBMITTAL FOR CAL OES/FEMA REVIEW

Baker will compile all comments received on the Public Review Draft for inclusion as an Appendix item and revise the MJHMP, as necessary. The MJHMP will then be submitted to CAL OES for initial review; the Baker Team will address any comments/concerns from Cal OES before it is submitted to FEMA for formal review. The Baker Team will also prepare the FEMA Hazard Mitigation Plan Review Tool that will accompany the CAL OES and FEMA submission.

4.4 OBTAIN CONDITIONAL APPROVAL FROM FEMA

If comments are provided by Cal OES and/or FEMA, requiring plan revisions, Baker will revise the plan prior to adoption by Culver City and the CCUSD. In the past, Baker has successfully completed plans that did not require revisions by FEMA prior to adoption, which is our goal for the Culver City MJHMP. However, if revisions are necessary, the Baker Team will work with FEMA to address them to ensure an “approval pending adoption” (APA) determination.

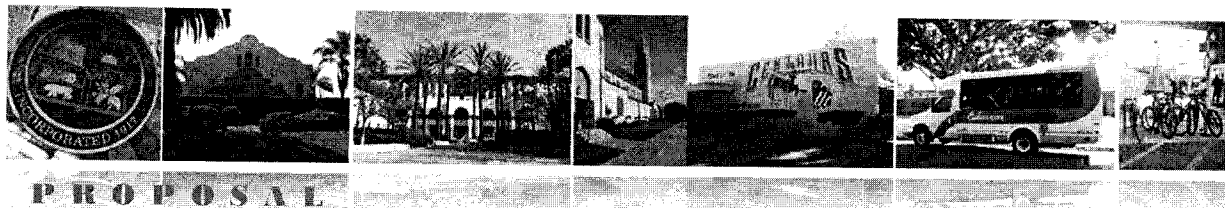
4.5 PLAN ADOPTION

Once the Final MJHMP has received an APA determination, the Baker Team will present the Final MJHMP to the Planning Commission and/or City Council and School Board for adoption. In order for FEMA to approve the MJHMP, either the City or CCUSD must formally adopt the MJHMP within one calendar year of receipt of FEMA APA designation. The City and CCUSD will assume the expiration date five years from the first jurisdiction’s approval date regardless of the other participant’s subsequent adoption date(s). The five-year approval period does not get “re-set” each time another participating jurisdiction adopts the MJHMP. Thus, it is important to coordinate the adoption process to ensure that the City and CCUSD are covered by the plan for the full 5 years.

After MJHMP adoption and once the MJHMP has received its final review and approval by FEMA, the Baker Team will submit the final adopted MJHMP to Cal OES and FEMA and deliver final copies of the MJHMP to the City and CCUSD.

PHASE 4.0 DELIVERABLES:

- Four (4) hardcopy Screencheck Draft Multi-Jurisdictional Hazard Mitigation Plans and one (1) electronic pdf
- Four (4) hardcopy Public Review Draft Multi-Jurisdictional Hazard Mitigation Plans and one (1) electronic pdf
- Submittal of Draft MJHMP to Cal OES and FEMA
- FEMA Hazard Mitigation Plan Review Tool
- Presentation Preparation and attendance of Baker staff at up to three Public Hearings (assumes one Planning Commission, one City Council, and one School Board)
- FEMA required revisions to MJHMP, as necessary
- Ten (10) hardcopy Final MJHMP and one (1) electronic pdf



PHASE 5.0 PROJECT COORDINATION AND MANAGEMENT

5.1 MEETINGS WITH CITY AND CCUSD STAFF

The Baker Team anticipates participation in meetings and conference calls with City/CCUSD Project Team members during the work program period. During the kick-off meeting, a protocol for meetings will be established. In consultation with City/CCUSD staff, Baker will prepare meeting agendas and distribute appropriate meetings materials at or prior to each meeting as directed.

5.2 ON-GOING PROJECT MANAGEMENT

The project management task includes administrative management of the project from its inception to completion. Baker will regularly coordinate and communicate with City/CCUSD staff via telephone, memos, and/or email. Management and administration includes activities such as project accounting and oversight, ongoing coordination and scheduling of meetings, preparation of meeting notes, coordination of the Team, preparation of monthly project status reports.

PHASE 5.0 DELIVERABLES:

- Regular communication with the City/CCUSD Project Manager
- On-going Project Management

OPTIONAL TASKS

ADDITIONAL HAZARD MITIGATION PLANNING TEAM MEETING

A fifth HMP Team meeting would be held to review the Draft MJHMP with the HMP Team and discuss any comments and/or revisions that should occur prior to public review.

ADDITIONAL COMMUNITY OUTREACH

As an alternative to “traditional” community workshops, Baker has had great success in using a “go-to-them” approach as an alternative to “traditional” community workshops. Using this approach, Baker will coordinate with City Staff to set up an outreach booth at the Culver City Farmers Market, or another community event. This will provide an opportunity to inform residents of the MJHMP process and administer the Survey via iPad or tablets. The Baker Team assumes three team members will attend one Farmers Market or community event during the process.

HAZUS ASSESSMENT

HAZUS-MH, FEMA’s risk assessment software, creates loss estimations for local, State, and regional officials to use for planning and mitigation to reduce losses from floods, earthquakes, and hurricanes. Our team will concentrate on the Hazus earthquake risk assessments module which will identify a wide array of damage assessment outputs. Baker will use the newly released HAZUS 2.1 with updated Census Tract and Critical Infrastructure Data.

City of Culver City, California
Agenda Item Report

however, the plan never received approval from OES and FEMA. Since that time, OES and FEMA have required additional elements to be included in the HMP and, when submitted for review, many communities are required to make one or more revisions to their HMP prior to obtaining approval.

In July 2014, the City, again in conjunction with the CCUSD, applied for funding from the HMGP to hire a firm to develop a joint HMP. In December 2014, the City received notification that the grant was approved.

DISCUSSION:

In February 2015, staff released a Request for Proposals and received the following eight responses:

| Firm Name | Cost | Schedule |
|--------------------------------------|-------------|-----------------|
| LECMgt | \$108,000 | 18 months |
| Integrated Solutions Consulting | \$109,936 | 15 months |
| H2O Partners, Inc. | \$95,000 | 17 months |
| Willdan Homeland Solutions | \$83,184 | 17 months |
| James Thernes & Associates, Inc. | \$99,750 | 19 months |
| Tetra Tech, Inc. | \$109,557 | 12 months |
| Earth Consultants International Inc. | \$113,520 | 15 months |
| Michael Baker International | \$100,430 | 14 months |

All of the firms that submitted proposals are qualified to prepare the HMP. However, one firm, Michael Baker International (MBI), stood out from the others. MBI has extensive HMP development experience nationwide and, as part of their Contract Assistance for Mitigation Plan Review program with FEMA Region IX (which includes California, Nevada and Arizona), MBI reviews and provides constructive feedback to communities on how to successfully meet FEMA's HMP requirements. Through their contract with FEMA Region IX, MBI also prepared various HMP training and guidance documents to assist communities in developing an effective HMP that complies with FEMA and OES requirements.

Formed in 1972, MBI has 560 employees in California (224 in their Irvine office) and has assembled several in-house staff to the team that will prepare the HMP. MBI's proposal will complete the HMP within budget and by the September 2016 deadline the HMGP grant requires. In addition to other California cities, MBI has prepared HMP's for the nearby cities of Lawndale, Huntington Beach, Duarte, and Westminster. Staff contacted these cities, and they all provided favorable references.

City of Culver City, California
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FISCAL ANALYSIS:

The HMGP grant provides up to \$155,283 in funds to prepare the HMP; \$116,462 to hire a consulting firm and \$38,821 as the match, which is in the form of employee hours dedicated to administer the grant and to facilitate development of the HMP. The \$38,821 total matching requirement is met by a \$10,721 contribution by CCUSD and \$28,100 from the City.

A budget amendment requires a 4/5ths affirmative vote.

MOTIONS:

That the City Council:

1. Approve a budget amendment in the amount of \$116,462; and
2. Approve an Agreement with Michael Baker International to prepare a Multi-Jurisdictional Hazard Mitigation Plan for the City and the Culver City Unified School District in an amount not-to-exceed \$100,430; and,
3. Authorize the Public Works Director/City Engineer to amend the Agreement in an additional amount not-to-exceed \$16,032; and,
4. Authorize the City Attorney to review/prepare the necessary documents; and,
5. Authorize the City Manager to execute such documents on behalf of the City.

BOARD REPORT

4/14/15

14.3b

14.3b Approve Agreement with Total Compensation Systems for Preparation of Actuarial Report of Retiree Health and Welfare Benefits

At this time, we need to approve the agreement with Total Compensation Systems for the preparation of the actuarial analysis of our retiree health and welfare plan as required by GASB 43/45.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Total Compensation Systems.

Moved by:

Seconded by:

Vote:

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 16th day of March, 2015 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Culver City Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until November 30, 2015, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.


- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
CULVER CITY UNIFIED SCHOOL DISTRICT

Signed: 
By: Geoffrey L. Kischuk

Signed: _____
By: _____

Title: President

Title: _____

Date: 03/09/2015

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between four employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$6,900. One-half, or \$3,450 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,450 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.

BOARD REPORT

**4/14/15
14.3c**

14.3c Approve Agreement with Shade Structures, Inc. to Provide Additional Shade Covering for El Marino Language School

At this time, we need to approve the agreement with Shade Structures, Inc. to provide additional shade covering for the El Marino outdoor student lunch area.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Shade Structures, Inc.

Moved by:

Seconded by:

Vote:

CONTRACT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)
(Quote No.: ELN110969)

THIS CONTRACT FOR CONSTRUCTION SERVICES (SMALL PROJECTS) is made and entered into this 20th day of March, 2015, ("Contract") by and between USA SHADE & FABRIC STRUCTURES ("Contractor") and CULVER CITY UNIFIED SCHOOL DISTRICT ("District").

1. The Contractor shall furnish to the District for a total price of Three Thousand Seven Hundred Seven and 88/100 Dollars (\$3,707.88) ("Contract Price") the services provided in the scope of work as set forth in the attached **Exhibit A** ("Work").
2. Contractor shall perform the Work at El Marino Language School ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within ninety (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, if any, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars (\$100) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. The Contract Documents include only the following documents, as indicated:

- | | |
|---|---|
| <input type="checkbox"/> Notice to Bidders | <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Instructions to Bidders | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Designated Subcontractors List | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit A ("Scope of Work") |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input checked="" type="checkbox"/> Terms and Conditions to Contract |
| <input type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> _____ [Other] |
| <input type="checkbox"/> Tobacco-Free Environment Certification | |

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions to Contract and the District has issued a Notice to Proceed.

7. Payment for the Work shall be made in accordance with the Terms and Conditions to Contract.
8. The project manager on the Project is Charles Wren ("Project Manager"), and the project inspector on the Project is Roy Otsuka ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No Work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of the Work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Mike Reynolds of the Business Services Division of the District.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or electronic mail, addressed as follows:

If to District:

Culver City Unified School District
 4034 Irving Place
 Culver City, CA 90232
 Attn: Mike Reynolds, Asst. Superintendent,
 Business Services
 Tel: (310) 842-4220 ext. 4226
 Fax: (310) 842-4322
 Email: mikereynolds@ccusd.or

If to Contractor:

USA SHADE & Fabric Structures
 West Coast Office
 1085 Main Street, Suite C
 Orange, CA 92867
 Attn: Elizabeth Norton, Sr. Regional Mgr.
 Tel: (323) 490-9502
 Fax: (714) 538-2440
 Email: enorton@usa-shade.com

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

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions to Contract attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions to Contract.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the dates indicated below:

Dated: _____, 2015

Dated: _____, 2015

Culver City Unified School District

USA SHADE & Fabric Structures

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Registration No.: _____

Fax: _____

Address: _____

E-Mail: _____

Telephone: _____

Fax: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or
Social Security Number

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

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **INTERPRETATION OF CONTRACT DOCUMENTS:** Should any question arise concerning the intent or meaning of Contract Documents, the question shall be submitted to the Assistant Superintendent, Business Services, for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Contract (if any), which shall control over the Special Conditions, which shall control over any Supplemental Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
5. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all permits, licenses, and registration as are required by law, in connection with the furnishing of materials, supplies, or Work herein listed.
6. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
7. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the Work at least forty-eight (48) hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
8. **LABOR, MATERIALS, AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the Work to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
9. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor and Contractor's Surety, if applicable, shall promptly take all action necessary to cause any lien or a claim to be released. If the Contractor fails to satisfactory evidence that a lien or a claim has been released, discharged, or secured within ten (10) calendar days after demand by the District, the District may discharge such indebtedness and deduct any and all losses, costs, damages, and attorney's fees and expense incurred from any sum payable to Contractor under the Contract.
10. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well

as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material.

11. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Work of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
12. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship. A supervisor shall be on site at all times.
13. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors, including enforcement of the District's "NO SMOKING" policy at all sites, and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
14. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
15. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
16. **[DELETE IF NOT APPLICABLE] TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
17. **[DELETE IF NOT APPLICABLE] EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights

provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

18. **[DELETE IF NOT APPLICABLE] LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six (6) square foot area or greater indoors or a twenty (20) square foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
19. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when Work is not actually being performed and shall be maintained in a reasonably clean condition.
20. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
21. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
22. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any Work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
25. **PAYMENT:** Upon completion of the Work, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Work performed under the Contract as of the date of submission ("Application for Payment"). Applications for payment shall be submitted to: Culver City Unified School District, Attn: Accounting Department, 4034 Irving Place, Culver City, CA 90232. Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled Contract Time; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the

Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order approved by the Governing Board and executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
27. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its governing board member, agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
29. **CONTRACTOR'S INSURANCE:**
- 27.1 The Contractor shall procure and maintain at all times it performs any portion of the Work the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage | Minimum Requirement |
|---|---------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | \$ 5,000,000 |
| General Aggregate | \$ 5,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

- 27.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Work. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 27.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Work. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Work under this Contract is not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Work.
- 27.2 **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Work until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 27.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 27.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 27.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 27.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 27.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located or date of final payment by the District, whichever is later. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Work performed in connection with this Contract.

33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **LABOR CODE REQUIREMENTS:** The Contractor and its subcontractors shall comply with all applicable provisions of the Labor Code, Division 2, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District's Purchasing Office. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 34.1 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers using the Public Works Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner.
 - 34.2 **Labor Compliance:** Contractor and its subcontractors shall perform the Work of the Project while complying with all the applicable regulations, including Section 16000, et seq., of Title 8 of the California Code of Regulations and are subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
35. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
36. **[DELETE IF NOT APPLICABLE] DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, titles, and interest in and to all causes of action they may have under Section 15 of the Clayton Act (15 U.S.C. commencing with Section 12) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Work, or materials pursuant to the Contract or a subcontract. This assignment shall be made and becomes effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

38. **PRESERVATION OF RECORDS:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
39. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104 et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
40. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
41. **TERMINATION:** If Contractor fails to perform the Work and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and Work performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. The District will not pay for any work, except for demobilization, undertaken after the date of receipt of any notice of termination or five (5) days after the date of the notice, whichever is sooner. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
42. **BANKRUPTCY:** In the event that Contractor ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to

insolvency or the protection of rights of creditors, then the District shall have the right to terminate the Contractor's right to perform the Work. The Contractor shall notify the District within ten (10) days of a bankruptcy petition under the Federal Bankruptcy Act being filed.

43. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
44. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
45. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
46. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District administration office is located.
47. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
48. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
49. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
50. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, term or provision will be deemed not to be a part of this Contract.
51. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
52. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

EXHIBIT A
(Scope of Work)

| | | |
|---|--------------------------------|--|
| Purchaser: Culver City Unified | Date: February 13, 2015 | Sales Rep: Elizabeth Norton |
| Contact: Charles Wren | PO Number: | Phone: 3234909502 |
| Phone: 3108424220 | Quote No.: ELN110969 | Email: enorton@usa-shade.com |
| Billing Information: | Shipping Information: | Jobsite Information: |
| Culver City Unified 4034 Irving Pl. Culver City, CA 90232 | USA Shade West Coast | El Marino ES 11450 Port Road Culver City, CA 90130 |
| Contact: Charles Wren | Contact: Construction | Contact: Roy Otsuka |
| Phone: (323)316-0898 | Phone: | Phone: (562)5443318 |
| Fax: (310) 842-4205 | Fax: | Fax: |
| Email: charleswren@ccusd.org | Email: | Email: royo@pringleassociates.com |

STRUCTURE PRICING

| QTY | DESCRIPTION | DETAILS | PRICE |
|-----|--|---|------------|
| (1) | <p>Addition of 3' drop side curtain, fixed, to south and west side of existing 30 x 20 DSA PC Hip Roof Shade Structure.</p> <p>To be sewn to existing top and attached to columns in the field.</p> <p>Original Work Order 52384</p> <p>There is no warranty on curtains</p> | <p>Structure Size 20' x 30'</p> <p>Number of Posts 4</p> <p>Number of Fabric Tops 1</p> <p>Fabric Type Colourshade FR</p> <p>Fabric Color Blue</p> <p>Steel Color White</p> <p>Post Attachment Method Embed</p> <p>Entry Height 10'</p> <p>Wind load 90 mph</p> <p>Snow load 5 psf</p> <p>Notes: Columns have intumescent paint</p> | \$3,707.88 |

PRICING DETAILS

| Accessories / Miscellaneous | | | |
|-----------------------------|---------------------------|-------------------------------------|----------------------|
| QTY | ITEM | DETAILS | COST |
| | | | |
| | | Total for Access/Misc Items: | \$ |
| | Unit Total | Included | PAYMENT TERMS |
| | Accessories/Miscellaneous | \$0.00 | |
| | Shipping/Handling | Included | |
| | SUBTOTAL | Included | |
| | Sales Tax 9% | Included | |
| | Assembly/Installation | Included | NOTES: |
| | Engineering | \$0.00 | |
| | TOTAL PRICE | \$3,707.88 | |

(1) Upon execution of the Agreement (Deposit)

(2) Upon delivery of Shade Structure(s)

(3) Upon completion of Assembly/Installation

(4) Other (specify):

GENERAL SCOPE OF WORK

| DSA / PERMIT REQUIREMENTS | | | ASSEMBLY REQUIREMENTS | | |
|-------------------------------------|-------------------------------------|---|-------------------------------------|-------------------------------------|---|
| YES | NO | | YES | NO | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchaser is responsible for permit submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Underground Obstacles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchaser is responsible for DSA submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Dirt Removal |
| ENGINEERING REQUIREMENTS | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Soil Tests |
| | | Building Code | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Concrete Cutting |
| | | Type of drawings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Concrete Truck Access |
| | | # of sealed drawings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing |
| | | Calculations Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection |
| Notes: | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permits (see DSA/Permit Requirements) |
| PRICING INCLUDES | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Prevailing Wages & Certified Payroll |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Assembly/Installation (based on two site trips) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Shipping and Handling | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Removal of existing structure or poles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Engineered Drawings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sales Tax | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscaping Repair |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DSA / Permit Submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electrical connection or trenching |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DSA / Permit Fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Site Plan Approval |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Accessories | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Site Survey |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Coastal Primer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bobcat Access |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Liquidated Damages |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Anchor Bolts Included |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other special conditions (noted below): |

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with forty-eight (48) hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

- That I am a representative of the Contractor under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of performing Work pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project Site.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material") shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's Work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be performing Work for the District, and because the Contractor's Work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**including Title 8, California Code of Regulations, section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a twenty (20) square foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as Part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____
Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

BOARD REPORT

4/14/15
14.3d

14.3d Approve Agreement with LACOE to Provide High Speed Internet Service

At this time, we need to approve the agreement with LACOE to provide our high-speed internet service.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Los Angeles County Office of Education.

Moved by:

Seconded by:

Vote:

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
NETWORK SERVICES AND SUPPORT
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

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

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

1. BASIS OF CONTRACT

- 1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE. **Services shall only commence upon receipt of the signed Letter of Intent from the District which shall also identify the start date for said service(s).** Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the telephone companies, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District. LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rates. Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.
- 1.2 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.
- 1.3 District agrees to meet the requirements of the LACOE Acceptable Use Policy for Internet access. A copy of the policy will be provided to the District, prior to the District connecting to Internet through LACOE.

- 1.4 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's-Network Engineering and Applications Division.

2. TERM AND TERMINATION OF CONTRACT

- 2.1 Initial Term. This Contract shall begin on July 1, 2015 and continue in full force and effect through June 30, 2018 unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.
- 2.2 1st Option Term. LACOE and District may elect to extend the term of this Contract for the period July 1, 2018, through June 30, 2019 ("1st Option Term") by giving written notice prior to the expiration of the Initial Term.
- 2.3 2nd Option Term. LACOE and District may elect to extend the term of this Contract for the period July 1, 2019, through June 30, 2020 ("2nd Option Term") by giving written notice prior to the expiration of the 1st Option Term.

3. PAYMENT

The amount payable for service charges, Data lines, equipment maintenance fees, and consulting fees, shall be transferred quarterly by journal voucher from the District to LACOE. Fees for newly added equipment or circuit installations/upgrades will be transferred by journal voucher from the District to LACOE, at the end of the quarter in which installation is completed.

4. INDEMNIFICATION

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

LACOE agrees to defend, indemnify, save, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages,

liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

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

6. NOTICES

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

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

District:

Mailing Address is District Office

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

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

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

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

purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

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

18. SEVERABILITY / WAIVER

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

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by either party upon thirty (30) days' written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County

Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

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

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

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

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

28. RECORD RETENTION AND INSPECTION

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

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

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

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

- 34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 34.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

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


35. EXECUTION REQUIREMENTS

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

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CULVER CITY UNIFIED
SCHOOL DISTRICT

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

By  _____
Mike Reynolds
Typed or Printed Name

Title *Assistant Superintendent*

Date _____
lm 3-12
Report 4/6/15

Date *March 16, 2015*

Los Angeles County Office of Education Technology Services
NETWORK SERVICES AND SUPPORT

Exhibit A Cost

Cost Estimate

Agency/Site: LACOE SPIN 143006363
Culver City USD
4034 Irving PL, Culver City, 90232
Robert Quinn -USD 310-842-4220x4306

Date:
1/30/2015

ATT/ASE LACOE Metro Ethernet

| <u>Recurring Cost</u> | | 1500 | Start date: |
|--------------------------|--------------|----------------------------|-------------|
| ITEM# | 2.1A | Circuit 1 Gb | 17,300.00 |
| ITEM# | 2.1C | Service and Port charge | 10,600.00 |
| <u>One-time charges-</u> | | | |
| Item# | 2.7 | Circuit Installation | 0.00 |
| Item# | 2.8 | Cisco Switch 3560g | 1,000.00 |
| | | Total recurring (2.1-2.6): | \$27,900.00 |
| | | Total one-time (2.7-2.11): | \$1,000.00 |
| Fyxx/xxxx | TOTAL Charge | | \$28,900.00 |

Billing analysis --

QUARTERLY RECURRING:

ONE TIME CHARGES:

1ST Qtr. FY xx-xx charges:

quote provided by : Los Angeles County Office Of Education
SPIN 143006363
9300 Imperial Hwy, Downey CA. 90242
John Rolon-Technology Services
562-922-6652

EXHIBIT B
DESCRIPTION OF SERVICES AVAILABLE
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

1. Line Cost (Based on multi-year rates).
2. Line costs are based on 3 year contracts with Telco and the responsibility of the District to maintain this commitment. Early termination will cause Telco to penalize the District via LACOE.
3. Service Fee - Will vary with total bandwidth of District's connection.

DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

DESCRIPTION OF SERVICE SUPPORT - CONSULTING SERVICES

5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$95.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$95.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

BOARD REPORT

4/14/15

14.3e

14.3e Approve Agreement with Corinne Loskot for Consulting Services Related to State Facilities Funding

At this time, we need to approve the amendment to our current agreement with Corinne Loskot for providing consulting services related to maintaining our eligibility and place in line for State facilities funding. The amendment is a pro-ration of time spent on general research on behalf of multiple districts.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Corinne Loskot Consulting, Inc.

Moved by:

Seconded by:

Vote:



Corinne Loskot Consulting, Inc.
21942 Via Del Lago, Trabuco Canyon CA 92679-3437
corineloskot@gmail.com
949.632.0055

February 20, 2015

Mr. Michael Reynolds
Asst. Superintendent, Business Services
Culver City Unified School District
4034 Irving Place, Culver City, CA 90232

**SUBJECT: AMENDMENT #1
CONSULTING AGREEMENT – SCHOOL FACILITIES FUNDING
RENEWAL 3-YEAR AGREEMENT FOR 2014/2015-2016/2017**

Dear Mike:

Thank you for the opportunity to submit this proposed amendment #1 to the May 23, 2014 proposal and consulting services agreement with Culver City Unified School District (District) last signed on August 1, 2014. This proposed agreement for 2014/2015-2016/2017, adds item #15 below, to the scope of work.

General research, when that research provides a direct benefit to the District, to monitor regulations, legislation, OPSC, CDE, CASH and other industry or program related documents reports and communications. The allocated time is prorated when there is a direct benefit to multiple districts.

SCOPE OF WORK: Based on my understanding of the District needs, the District may pursue state funding for multiple modernization and/or new construction projects. The scope of work centers on the development of state grant facilities program applications for CDE and OPSC for all eligible projects and includes the following services for state facilities funding programs.

1. Analyze and determine potential state funding eligibility (baseline, annual adjustment, high school attendance area, etc.).
2. Prepare and process eligibility
3. Preview eligibility documents with OPSC for funding estimate
4. Identify projects for state funding applications including potential reimbursement
5. Develop strategies for state funding and coordinate chosen option with project team
6. Guide District and team in optimal state funding approach
7. Draft state funding estimate by project
8. Prepare and coordinate state funding application forms and related documents
9. Adjust forms in response to agency comments
10. Provide guidance on projects to optimize current and future funding opportunities and space interpretation by CDE and OPSC
11. Ensure compliance with Title 5 and other regulations required for State funding
12. Review plans for funding implications prior to architect's submittal to DSA

13. Coordinate approval by CDE and OPSC
14. Any other work as directed by the District and mutually agreed upon
15. General research, when that research provides a direct benefit to the District, to monitor regulations, legislation, OPSC, CDE, CASH and other industry or program related documents reports and communications. The allocated time is prorated when there is a direct benefit to multiple districts.

QUALIFICATIONS: I have more than twenty-five years of planning experience in public school facilities development and helped obtain hundreds of millions in State funding for many school districts. Please review my qualifications at www.corineloskot.com.

FEE: Not-to-exceed authorization of \$40,000 per year for three (3) years based on \$175 per hour for consulting services time rendered on behalf of the District.

Corinne Loskot Consulting, Inc. has a federal tax ID/EIN #33-0973425, therefore; IRS form 1099 is not required.

Thank you very much for the opportunity to present this proposal. To accept my agreement, please sign and email the agreement to me with the purchase order number. Please retain one signed agreement for your records. Please do not hesitate to contact me at 949.632.0055 for any additional information. I look forward to continuing to work with you and your team to secure maximum State funding for facilities improvements.

Sincerely,

Corinne Loskot

Corinne Loskot, President, Corinne Loskot Consulting, Inc.

AGREEMENT FOR CONSULTING SERVICES (3-YEAR)

AMENDMENT #1 (2/20/2015)

This agreement by and between Corinne Loskot Consulting, Inc., herein referred to as CONSULTANT, and Culver City Unified School District, herein referred to as CLIENT, shall be effective July 1, 2014 and extend through June 30, 2017. CONSULTANT and CLIENT, for the consideration hereinafter named, agree as follows:

OBJECTIVE: The CLIENT seeks specialized consulting in facilities planning and State facilities funding for pursuit of the optimal State funding for modernization and/or expansion of existing schools, and other work as directed by the CLIENT.

SCOPE OF WORK: In general, at the direction of the CLIENT, the CONSULTANT shall complete the scope of work as stated in the proposal dated, May 23, 2014 and 2/20/2015 AMENDMENT #1

LIMITATIONS: CONSULTANT does not carry insurance for workers compensation or professional liability, does not guarantee grant funding or program compliance and does not assume any liability for design or approval.

COMPENSATION: The services undertaken upon this authorization shall not exceed \$40,000 per year, inclusive of reimbursable expenses. CLIENT shall pay the CONSULTANT in accordance with the following fees for all services rendered. CLIENT shall pay the CONSULTANT the amount of \$175 per hour for services (\$90 per hour for assistant planner and most subconsultants) as directed with the above referenced proposal, agreed upon additional services rendered, reimbursement for reasonable of out-of-pocket expenses, including travel for state agency meetings, and any authorized subconsultant(s) at cost plus 15%). The services are provided on a time and materials basis. This is not a fixed fee agreement for a specified scope of work. Monthly billings are based on the actual time and material expenses. Payment shall be made monthly. Payment of CONSULTANT'S invoice will be due upon receipt. Reimbursable expenses are those, which are reasonable and necessarily incurred by CONSULTANT in the interest of a CLIENT project, and inclusive of any authorized subconsultants. CONSULTANT shall require prior consent for travel to Sacramento.

DURATION OF AGREEMENT: This agreement may continue in force or as amended by mutual agreement. The hourly rate shall remain in effect through June 30, 2017.

TERMINATION: This agreement may be terminated by either party with seven (7) days written notice.

By executing this agreement, the parties below agree to the terms above.

Signature: *Corinne Loskot*

Date: February 20, 2015

Corinne Loskot, President, Corinne Loskot Consulting, Inc.
21942 Via Del Lago, Trabuco Canyon CA 92679-3437
Tel. 949.632.0055 Fax 949.589.8826

Signature: _____

Date: _____

Mr. Michael Reynolds, Asst. Superintendent, Business Services
Culver City Unified School District
4034 Irving Place, Culver City, CA 90232

BOARD REPORT

4/14/15

14.3F

14.3f Approve Resolution #22/2014-15 for the Pre-Qualifying of Sub-Contractors through a Formal Request for Proposal Process

At this time we need to adopt Resolution Number #22/2014-2015 for the Annual Prequalification Process for Contractors Pursuant to Public Contract Code Section 20111.6. This process is required for all school districts involving any project with an expected expenditure of one million dollars (\$1,000,000) or more that is eligible for state bond funding.

RECOMMENDED MOTION:

That the Board of Education for Culver City Unified School District approve Resolution Number 22/2014-15 for the Annual Prequalification Process for Contractors.

Moved by:

Seconded by:

Vote:

RESOLUTION NO. #22/2014-2015
OF
THE CULVER CITY UNIFIED SCHOOL DISTRICT
ADOPTING ANNUAL PREQUALIFICATION PROCESS FOR CONTRACTORS
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20111.6

WHEREAS, the Culver City Unified School District ("District") desires to prequalify contractors to bid on or be listed by potential bidders for construction projects involving a projected expenditure of one million dollars (\$1,000,000) or more that is eligible for state bond funding;

WHEREAS, Public Contract Code section 20111.6 directs school districts to require contractors with specified licenses to submit a standardized prequalification questionnaire and financial statement prior to bidding on the aforementioned construction projects;

WHEREAS, Public Contract Code section 20111.6(g) authorizes school districts to establish a process for prequalifying contractors on an annual basis and states that any prequalification may be considered valid for up to one calendar year following the date of initial prequalification ("Annual Prequalification Process");

WHEREAS, District staff has developed a standardized questionnaire in accordance with Public Contract Code section 20111.6 ("Questionnaire");

WHEREAS, District staff has developed a uniform system of rating potential contractors based upon the completed Questionnaires in accordance with Public Contract Code section 20111.6 ("Rating System");

WHEREAS, if a potential bidder meets the minimum criteria set forth in the Rating System, the District desires to set each potential bidder's qualification limit for each particular project according to the following categories: (i) One (1) million dollars (\$1,000,000) if the contractor has performed three projects of any size for K-12 school districts within the past five years; (ii) Five (5) million dollars (\$5,000,000) if the contractor has performed three projects of any size for K-12 school districts within the past five (5) years and the minimum initial price for the contractor's largest three (3) project(s) within the past five years was at least five (5) million dollars (\$5,000,000); and (iii) no limit if the contractor has performed three projects of any size for K-12 school districts within the past five (5) years and the minimum initial price for the contractor's largest three (3) project(s) within the past five (5) years was at least ten (10) million dollars (\$10,000,000). ("Qualification Limit");

WHEREAS, the Annual Prequalification Process includes a process for potential contractors to appeal certain decisions with respect to the prequalification process ("Appeal Process");

WHEREAS, the District desires to adopt the Annual Prequalification Process, including the Questionnaire, Rating System, Qualification Limit, and Appeal Process.

NOW, THEREFORE, the Governing Board of the Culver City Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the Questionnaire, the Rating System, the Qualification Limit, and the Appeal Process (collectively the "Prequalification Package") is authorized pursuant to Public Contract Code section 20111.6.

Section 3. That the District's Superintendent, or his/her designee, is authorized to implement an Annual Prequalification Process, including accepting the final list of contractors, consistent with the Prequalification Package and Public Contract Code section 20111.6.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Culver City Unified School District on this _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Governing Board of the
Culver City Unified School District

Attested to:

Clerk of the Governing Board of the
Culver City Unified School District



**CULVER CITY UNIFIED SCHOOL DISTRICT
SUBCONTRACTOR PREQUALIFICATION EVALUATION REFERENCE FORM**

_____, 201_

(To be utilized by District to evaluate references)

The District should fill out the information in Section I and then telephone the contact person. The District should then ask the questions in Section II, ensuring that it obtains the information as to whether the Subcontractor's performance in that area was unsatisfactory, below average, average or above average. The District should then complete section III with that information and enter the average of the Total Numerical Rating of all the Evaluation Reference Forms for that Subcontractor at the corresponding place on the Evaluation Worksheet.

Section I - General Project Information

| | |
|--|--|
| Name of Subcontractor: | Total Contract Costs: |
| | Contract Start/End Dates: |
| Project Title: | Actual Completion Date: |
| Scope of Work: | |
| Name of Public Agency/School District: | Telephone Number of Contact Person: |
| Name of Contact Person: | Date and Time of Interview of Contact Person: |
| Architect Firm: | Principal Architect in Charge of Project: |
| General/Prime Contractor: | Name of Contract Person for General/Prime Contractor: |
| Telephone Number of Contact Person for General/Prime Contractor: | Date and Time of Interview of Contact Person for General/Prime Contractor: |



Section II – Telephone Interview Questions

1. Quality of Work

Were there quality-related problems on the project? Were these problems attributable to the Subcontractor? Was the Subcontractor cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the contractor with respect to quality of work as either unsatisfactory, below average, average, or above average.**

2. Performance and Accountability

a. Scheduling - Rate the Subcontractor's performance with regard to adhering to project schedules. Did the Subcontractor meet the project schedule? If not, was the delay attributable to the Subcontractor? **Please rate the contractor with respect to scheduling as either unsatisfactory, below average, average, or above average.**

b. Subcontractor (Project) Management - Rate the Subcontractor's ability to manage and coordinate its own subcontractors (if no subcontractors, rate the Subcontractor's overall project management). Was the Subcontractor able to effectively resolve problems? If not, provide specific examples. **Please rate the contractor with respect to project management as either unsatisfactory, below average, average, or above average.**



- c. Change Orders - Rate the Subcontractor's performance with regard to change orders and extras. Did the Subcontractor unreasonably claim change orders or extras? Were the Subcontractor's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the contractor with respect to change orders as either unsatisfactory, below average, average, or above average.**

- d. Working Relationships - Rate the Subcontractor's working relationships with other parties (i.e. owner, designer, prime contractors, other subcontractors, etc.). Did the Subcontractor relate to other parties in a professional manner? If not, provide specific examples. **Please rate the contractor with respect to working relationships as either unsatisfactory, below average, average, or above average.**

- e. Paperwork Processing - Rate the Subcontractor's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Subcontractor submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the contractor with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**



Section III - Numerical Rating

If the contact person rates the Subcontractor unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Subcontractor's Name: _____

| | Unsatisfactory | Below Average | Average | Above Average | RATING |
|--|----------------|---------------|---------|---------------|--------|
| 1. Planning and Coordination of Work | -5 | 0 | 7 | 9 | |
| 2. Quality of Work | -5 | 0 | 1 | 3 | |
| 3. Performance and Accountability | | | | | |
| a. Scheduling | 0 | 1 | 2 | 3 | |
| b. Supervision; Subcontractor and Project Management | 0 | 1 | 3 | 4 | |
| c. Change Orders | 0 | 1 | 2 | 3 | |
| d. Working Relationship | 0 | 0 | 1 | 2 | |
| e. Paperwork Processing | 0 | 0 | 1 | 2 | |
| f. Litigation | 0 | 0 | 3 | 4 | |
| Total | | | | | |
| Maximum Possible | -10 | 3 | 20 | 30 | |



**CULVER CITY UNIFIED SCHOOL DISTRICT
SUBCONTRACTOR PREQUALIFICATION EVALUATION WORKSHEET
_____, 201_**

Name of Subcontractor: _____

1. Essential Criteria

If any one of the essential criteria is not met, there is no need to complete the remainder of the evaluation.

2. References

_____ Points

Use the attached Evaluation Reference Form for each reference contacted for each contractor. Insert the average of all the scores from all references for each contractor.

| | | |
|--|---|-----------|
| Above Average Numeric Rating from Evaluation Reference Forms | = | 30 Points |
|--|---|-----------|

3. Years in Business Under Current License (See Section C.6. of Questionnaire)

_____ Points

| | | |
|------------------|---|-----------|
| 10 or more years | = | 10 Points |
| 5 to 10 years | = | 5 Points |
| 0 to 5 years | = | 0 Points |

4. Size of Completed Projects (See Section D of Questionnaire)

Choose the one with the highest point value that contractor meets.

Qualification Limit (i)

| | | |
|---|---|-----------|
| Three (3) Completed Projects larger than \$1 million | = | 3 Points |
| Four (4) Completed Projects larger than \$1 million | = | 4 Points |
| Five (5) Completed Projects larger than \$1 million | = | 5 Points |
| Six (6) Completed Projects larger than \$1 million | = | 6 Points |
| Seven (7) Completed Projects larger than \$1 million | = | 7 Points |
| Eight (8) Completed Projects larger than \$1 million | = | 8 Points |
| Nine (9) Completed Projects larger than \$1 million | = | 9 Points |
| Ten (10) or more Completed Projects larger than \$1 million | = | 10 Points |

Qualification Limit (ii)

| | | |
|---|---|-----------|
| Three (3) Completed Projects larger than \$5 million | = | 3 Points |
| Four (4) Completed Projects larger than \$5 million | = | 4 Points |
| Five (5) Completed Projects larger than \$5 million | = | 5 Points |
| Six (6) Completed Projects larger than \$5 million | = | 6 Points |
| Seven (7) Completed Projects larger than \$5 million | = | 7 Points |
| Eight (8) Completed Projects larger than \$5 million | = | 8 Points |
| Nine (9) Completed Projects larger than \$5 million | = | 9 Points |
| Ten (10) or more Completed Projects larger than \$5 million | = | 10 Points |



Qualification Limit (iii)

| | | |
|--|---|-----------|
| Three (3) Completed Projects larger than \$10 million | = | 3 Points |
| Four (4) Completed Projects larger than \$10 million | = | 4 Points |
| Five (5) Completed Projects larger than \$10 million | = | 5 Points |
| Six (6) Completed Projects larger than \$10 million | = | 6 Points |
| Seven (7) Completed Projects larger than \$10 million | = | 7 Points |
| Eight (8) Completed Projects larger than \$10 million | = | 8 Points |
| Nine (9) Completed Projects larger than \$10 million | = | 9 Points |
| Ten (10) or more Completed Projects larger than \$10 million | = | 10 Points |

_____ Points

5. Liquidated Damages Per Project (See Section C.11.of Questionnaire)

| | | |
|---------------------|---|-----------|
| 0 Incidents | = | 10 Points |
| 1 to 3 Incidents | = | 5 Points |
| 4 or more Incidents | = | 0 Points |

_____ Points

6. Non-Compliance with Applicable Laws (See Sections C.18, 19, 20, 21, 24, 25 and 26 of Questionnaire)

| | | |
|--------------------|---|-----------|
| 0 Projects | = | 10 Points |
| 1 to 5 Projects | = | 5 Points |
| 6 or more Projects | = | 0 Points |

_____ Points

7. Workers Compensation Modifier (See Section C.23 of Questionnaire)

| | | |
|----------------------------------|---|-----------|
| Less than or equal to 1.0 | = | 10 Points |
| More than 1.0 and less than 1.24 | = | 5 Points |
| More than 1.24 | = | 0 Points |

_____ Points

8. Financial Strength – Working Capital- excluding line of credit (See Section E of Questionnaire)

| | | |
|------------------------------|---|-----------|
| 25% or more than \$2 million | = | 10 Points |
| 10% or more than \$1 million | = | 5 Points |
| Less than 10% or \$1 million | = | 0 Points |

_____ Points

9. Financial Strength – Net Worth (See Section E of Questionnaire)

| | | |
|-----------------------|---|-----------|
| More than \$2 million | = | 10 Points |
| Equal to \$1 million | = | 5 Points |
| Less than \$1 million | = | 0 Points |

_____ Points

| | |
|------------------------|--------------|
| Maximum Points: | = 100 |
|------------------------|--------------|

TOTAL POINTS

Exhibit "A"

Prequalification Questionnaire



**CULVER CITY UNIFIED SCHOOL DISTRICT
PREQUALIFICATION QUESTIONNAIRE FOR
PROSPECTIVE SUBCONTRACTORS**

_____, 201_

Each prospective subcontractor shall be currently licensed and shall submit the following information to establish its qualifications to perform construction work as a subcontractor to a prime contractor on District projects, going out for bid after January 1, 2015, involving a projected expenditure of \$1 million or more that is eligible for state bond funding.

A. SUBCONTRACTOR'S INFORMATION

Firm name: _____

Address: _____

Telephone: _____

Fax: _____

Mobile Telephone: _____

E-mail: _____

By: _____ Date: _____
(Name of individual completing statement)

Years in business as a licensed contractor: _____

Types of work performed with own forces: _____

Years in business under current firm name: _____

Years at the above address: _____

Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____



B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

1. For Firms that Are Corporations:

- a. Date incorporated : _____
- b. Under the laws of what state: _____
- c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

| Name | Position | Years with Co. | % Ownership |
|------|----------|----------------|-------------|
| | | | |
| | | | |

2. For Firms that Are Partnerships:

- a. Date of formation: _____
- b. Under the laws of what state: _____
- c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

| Name | Position | Years with Co. | % Ownership |
|------|----------|----------------|-------------|
| | | | |
| | | | |

3. For Firms that Are Sole Proprietorships:

- a. Date of commencement of business: _____

4. For Firms that Intend to Bid as a Joint Venture:

- a. Date of commencement of joint venture: _____
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

| Name of Firm | % of Ownership of Joint Venture |
|--------------|---------------------------------|
| | |
| | |

5. Associated Firms

For any of the above business structures, identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past 5 years.



| Person's Name | Name of Construction Firm & License No. | Dates of Person's Participation with Firm |
|---------------|---|---|
| | | |
| | | |

Attach all additional references and/or information on separate signed sheets.

C. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

1. Has there been any change in ownership of the firm at any time during the past three years? **NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed sheet.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns 50% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed sheet, including the name of the related company and the percent ownership.

3. Are any corporate officers, partners or owners connected to any other construction firms? **NOTE:** Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed sheet.

4. Has any owner, partner, CSLB qualifier or corporate officer of the firm operated as a contractor under any other name or license number (not listed above) in the last 5 years?

Yes No

If "yes," explain on a separate signed sheet, including the name and license number of the other company.

5. State your firm's gross revenues for each of the past 3 years:

| Year | Gross Revenue |
|------|---------------|
| | \$ |
| | \$ |
| | \$ |



6. How many years has your firm been in business in California as a contractor under your present business name and license number? _____

7. Is your firm currently the debtor in a bankruptcy case or was in bankruptcy at any time during the last 5 years?

Yes No

If "yes," please attach a copy of the bankruptcy petition and a copy of the Bankruptcy Court's discharge or any other document that ended the case, if any.

LICENSES

8. Please provide the following information:

a. Name of license holder exactly as on file with the California Contractors State License Board: _____

b. License classification(s): _____

c. License #: _____

d. Expiration Date: _____

9. Has any CSLB license held by your firm or its Responsible Managing Employee or Responsible Managing Officer been suspended within the last 5 years?

Yes No

If "yes," explain on a separate signed sheet.

10. Has your firm changed names or license number in the past 5 years?

Yes No

If "yes," explain on a separate signed sheet, including the reason for the change.

DISPUTES

11. At any time in the last 5 years, has your firm been assessed liquidated damages under a construction contract with another public or private owner?

Yes No

If "yes," explain on a separate signed sheet, identifying projects by owner, owner's address, and date of completion.



12. At any time in the last 5 years, has your firm, or any owners, officers or partners, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any public works project?

Yes No

If "yes," explain on a separate signed sheet, including the name of the person who was associated with that company, the year of the event, owner, owner's address and basis for the action.

13. At any time in the last 5 years, has a public agency found your company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed sheet, including the year of the event, owner, owner's address and basis for the finding.

14. In the past 5 years, have any claims against your firm or by your firm against an owner been filed in court or arbitration concerning your firm's work or payment on a construction project?

Yes No

If "yes," explain on a separate signed sheet, including the project name, court or arbitration case name and number, and a brief description of the status of the claim.

INSURANCE

15. Does subcontractor have liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate?

Yes No

16. Does subcontractor have a current workers' compensation insurance policy as required by the California Labor Code or is legally self-insured pursuant to California Labor Code section 3700 *et seq.*?

Yes No

17. In the last 5 years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," explain on a separate signed sheet, including the name of the insurance carrier, form of insurance and year of the refusal.



CRIMINAL MATTERS AND RELATED CIVIL SUITS

18. Has your firm or any of its owners, partners or officers ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If "yes," explain on a separate signed sheet, identifying who was involved, name of the public agency, date of the investigation and grounds for the filing.

19. Has your firm or any of its owners, partners or officers ever been convicted of a crime involving any federal, state, or local law related to construction or fraud, theft, or any other action of dishonesty?

Yes No

If "yes," explain on a separate signed sheet, identifying who was involved, name of the public agency, date of conviction and grounds for the conviction.

SAFETY

20. Within the past 5 years, has the California or federal OSHA cited and/or assessed penalties against your firm, or any associated firm, for "serious," "willful" or "repeat" violations of its safety or health regulations?

Yes No

If "yes," explain on a separate signed sheet, identifying the citation(s), nature of the violation(s), project, and amount of penalty paid, if any.

21. Within the past 5 years, has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and/or assessed penalties against your firm or the owner of the project on which your firm was the contractor?

Yes No

If "yes," explain on a separate signed sheet, describing the citation(s).

22. State the subcontractor's Workers' Compensation Experience Modification Rate for the past 3 premium years:

| Year | Modification Rate |
|------|-------------------|
| | |
| | |
| | |



If your EMR is 1.24 or higher, you may attach a letter of explanation.

23. Within the past 5 years, has there ever been a period when your firm and/or any associated firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If yes, explain on separate sheet, including the date(s) and reason(s) for the absence of workers' compensation insurance.

PREVAILING WAGE AND APPRENTICESHIP COMPLIANCE

24. In the past 5 years, has there been more than one occasion in which your firm was required to pay either back wages or penalties for your firm's failure to comply with California prevailing wage laws or federal Davis-Bacon prevailing wage requirements?

Yes No

If "yes," explain on a separate signed sheet, describing the nature of the violation(s), project, owner, and amount paid, if any.

25. At any time during the past 5 years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or laws pertaining to use of apprentices on public works projects?

Yes No

If "yes," explain on a separate signed sheet, including date(s) of such findings and attaching the Department of Apprenticeship Standards final decision(s).

BONDING

26. In the last 5 years, has any surety paid on your firm's behalf as a result of a default to satisfy any claims made against a payment or performance bond issued on your firm's behalf?

Yes No

If "yes," explain on a separate signed sheet, including the amount of each claim, name and telephone number of claimant, date of and grounds for the claim, and present status.

D. PROJECT REFERENCES

List **all** projects in which the subcontractor has participated during the past five (5) years on the form attached as Prequalification Project References Exhibit A and sign the form for the selected Qualification Limit listed below. Please include all projects performed under all firm names identified in Section B and at least three (3) of your firm's most recent California K-12 public school projects for the selected Qualification



Limit listed below. Please use and attach additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

Qualification Limits:

- (i) One (1) million dollars (\$1,000,000) if the contractor has performed three projects of any size for K-12 school districts within the past five years;
- (ii) Five (5) million dollars (\$5,000,000) if the contractor has performed three projects of any size for K-12 school districts within the past five (5) years and the minimum initial price for the contractor's largest three (3) project(s) within the past five years was at least five (5) million dollars (\$5,000,000); and
- (iii) no limit if the contractor has performed three projects of any size for K-12 school districts within the past five (5) years and the minimum initial price for the contractor's largest three (3) project(s) within the past five (5) years was at least ten (10) million dollars (\$10,000,000).

E. FINANCIAL INFORMATION

Subcontractor must submit a reviewed or audited financial statement with accompanying notes and supplemental information for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required audited or certified financial statement.

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Subcontractor: _____

Signature by an officer of the Subcontractor: _____

By: _____ (Print Name)

Title: _____



PREQUALIFICATION PROJECT REFERENCES EXHIBIT A

1. Project Name/Identification:

- a. Project Name: _____

- b. Project address/location: _____

- c. Owner (name of district reference and tel. no.): _____

- d. Architect (name and tel. no.): _____

- e. Construction Manager (name and tel. no.): _____

- f. General Contractor (name and tel. no.): _____

- g. Scope of Work: _____

- h. Original completion date: _____
- i. Actual date of completion: _____
- j. Time extensions granted: _____
- k. Initial subcontract value: _____
- l. Final subcontract value: _____

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____
Name _____

Exhibit "B"

Prequalification Evaluation Procedure



**CULVER CITY UNIFIED SCHOOL DISTRICT
SUBCONTRACTOR PREQUALIFICATION EVALUATION PROCEDURE**

_____, 201_

Name of Subcontractor: _____

1. Confirm Prequalification Statement Submitted is Responsive – if the answer to any of the questions is “no,” then the Prequalification Package is nonresponsive. (See Section III.E of Prequalification Information)

A. Timeliness

Has the Contractor submitted its Prequalification Statement on time?

Yes No

B. Completeness

Did the Contractor provide all requested information in its submitted Prequalification Statement?

Yes No

C. Signed Under Penalty of Perjury

Is the Prequalification Questionnaire signed under penalty of perjury by individuals who have the authority to bind the contractor on whose behalf they are signing?

Yes No

2. Incomplete, Misleading or Inaccurate Information – if the answer to any of the questions is “yes,” then reject the Subcontractor.

A. Is the information provided by the Subcontractor misleading or inaccurate in any material manner?

Yes No

B. Is the information contained in the Prequalification Package not updated under penalty of perjury when it is no longer accurate?

Yes No



3. Confirm Essential Criteria

a. License (See Section C.9. of Questionnaire)

Has the Subcontractor held all current, active contractor's license(s) necessary to perform its work for at least five (5) years and have those license(s) not been suspended or revoked?

Yes No

(If no, then Subcontractor is not qualified)

b. Disqualification (See Section C.12. of Questionnaire)

Has the Subcontractor ever been disqualified, debarred, forbidden, or found non-responsible or otherwise prohibited, from performing work and/or bidding on work for any school district or other public agency within the State of California pursuant to Labor Code section 1777.1 or section 1777.7.

Yes No

(If yes, then Subcontractor is not qualified)

c. Insurance (See Section C.15. of Questionnaire)

Does Subcontractor have liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate?

Yes No

(If no, then Subcontractor is not qualified)

d. Workers Compensation (See Section C.16. of Questionnaire)

Does Subcontractor have a current workers' compensation insurance policy as required by the California Labor Code or is legally self-insured pursuant to California Labor Code section 3700 *et seq.*?

Yes No

(If no, then Subcontractor is not qualified)

e. Criminal Matters and Related Civil Suits (See Section C.18. and C.19 of Questionnaire)

Has the Subcontractor, or any of its owners or officers, been convicted of a crime involving the bidding, award or performance of a contract of a



government construction project or fraud, theft, or any other action of dishonesty within the past five (5) years?

Yes No

(If yes, then Subcontractor is not qualified)

4. Contact References

The District must contact each of Subcontractor's references from a minimum of three (3) of its most recent K-12 school district projects including the two (2) largest K-12 projects completed in the last five (5) years, unless the Subcontractor has not completed three (3) school district projects, in which case, the District will contact all of the Subcontractor's references for school projects plus the most recent references from other projects so that the District contacts a minimum of three (3) references for Subcontractor.

5. Complete Evaluation Worksheet

Insert total score from evaluation worksheet
Subcontractor must have 55 out of 100 points or higher to qualify

TOTAL POINTS _____

BOARD REPORT

4/14/15
14.3g

14.3g Approval of Change Order (Amendment No. 3) for the Major Improvements to the Athletic Field Project

At this time, we need to approve the issuance of the Change Order (previously referred to as Amendment No. 1) to Balfour Beatty for the planned improvements to the Athletic Field Project, as well as the revised amount of our Guaranteed Maximum Price.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached Change Order No. 1 to the Athletic Field Project.

Moved by:

Seconded by:

Vote:



**CULVER CITY UNIFIED SCHOOL DISTRICT
MEASURE CC BOND PROGRAM
CHANGE ORDER**



Date: 4/7/2015

DSA Application No.: 03-114401

Change Order No.: 1

Board Date: 4/14/15

SCHOOL: Culver City High School (CCHS)
 PROJECT NAME: CCHS-Athletic Field Improvements Phase 2
 PROJECT NUMBER: _____
 CONTRACTOR NAME: Balour Beatty Construction
 ARCHITECT NAME: Westberg+White Architects
 PURCHASE ORDER / CONTRACTOR NUMBER: _____

This Change Order is being issued unilaterally

The Contract is changed as follows:

| | |
|---|-----------------|
| • Original Contract Sum: | \$ 3,632,966 |
| • Net change by previously authorized Change Orders: | \$ - |
| • Contract Sum prior to this Change Order: | \$ 3,632,966.00 |
| • Contract Sum will be <input type="checkbox"/> Increased <input type="checkbox"/> Decreased <input type="checkbox"/> Unchanged by: | |
| by this Change Order in the amount of: | \$ 899,705.00 |
| • New Contract Sum including this Change Order: | \$ 4,532,671.00 |
| • Total Change Order to this Contract | \$ 899,705.00 |
| • This Change Order % of the original contract amount | 24.77% |
| • Cumulative Change Order % of the original contract amount | 24.77% |

The Contract Time will be: (if "changed" enter "0") Increased Decreased Unchanged by Days:

The Contract Milestones will be changed due to this Change Order: Yes No

The date of Substantial Completion as of the date of this Change Order therefore is/remains:

The funding source for this Change Order is: Measure CC Other Identify: _____

- The Contract is changed as follows:
- (1) RCO 017R1 / Bulletin 02R - New Batting Cage in the amount of \$170,052
 - (2) RCO 18 / Bulletin 04 - New Basketball Courts @ \$166,602
 - (3) RCO 19 / Bulletin 05 - Synthetic Field Ball Wall, Fence & Sidewalk @ \$172,986
 - (4) RCO 32 / Bulletin 07 - New Pathway Lighting @ \$141,313
 - (5) RCO 30 / Bulletin 09 - Fire Alarm Speakers at Event Poles @ \$53,132
 - (6) RCO 33 / Bulletin 10 - Raise Southwest Corner of Field @ \$195,620

NOTE: By the execution of this change order, all parties accept the Contract Sum change and the change in the date of Substantial Completion, if any, and expressly waive any claims for any additional compensation, damages, or time extensions not included in this document, in connection with the above referenced changes.

| | | | |
|--|----|--------------------|---------------|
| <u>Rand Nicholl</u> Architect, Westberg+White Architects | By | _____ Signature | _____ Date |
| <u>Brian Cahill</u> Contractor, Balfour Beatty Construction | By | _____ Signature | _____ Date |
| <u>Charles Wren</u> Program Manager, Harris & Associates | By | _____ Signature | _____ Date |
| <u>Mike Reynolds</u> Owner, Culver City Unified School District | By | _____ Signature | _____ Date |
| <u>David LaRose</u> Owner, Culver City Unified School District | By | _____ Signature | _____ Date |

BOARD REPORT

4/14/15

14.3h

14.3h Approval of Resolution #20 / 2014-2015 – Piggy-back on Hemet USD Public Bid Process and Approve Purchase of Two Thomas Built Buses

At this time, we need to approve a resolution to piggy-back on the Hemet USD public bid process and purchase two (2) Thomas Built buses from BusWest as required by the EPA Grant Program.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve attached Resolution #20 and approve the purchase of Two Thomas Built buses.

Moved by:

Seconded by:

Vote:

RESOLUTION NO. 14

**RESOLUTION OF THE BOARD OF EDUCATION
OF CULVER CITY UNIFIED SCHOOL DISTRICT
RATIFYING PURCHASE ORDER AND
APPROVING AGREEMENT TO INCORPORATE PIGGYBACK BID
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20118
("PIGGYBACK STATUTE")**

WHEREAS, the Culver City Unified School District ("**District**") requires the purchase of additional school buses for transporting its students;

WHEREAS, pursuant to Public Contract Code section 20111, a school district is required to competitively bid "[t]he purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district" that exceed \$86,000 and Section 20118 of the Public Contract Code is an exception to this requirement and states:

Notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of any such personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor.

WHEREAS, the Hemet Unified School District ("**Hemet USD**") issued a Notice to Vendors Calling for Bids, Bid #2014/15-22814, ("**Notice for Bids**") for sealed bids for the award of school buses on an as needed basis, as advertised in The Press-Enterprise newspaper of general circulation of the County of Riverside during the weeks of March 4 and 11, 2014 ("**Proof of Publication**"); and

WHEREAS, BusWest submitted its bid proposal with supporting documentation, including the base bid, equipment specifications, and approved optional items ("**Equipment Specifications and Pricing**"); and

WHEREAS, Hemet USD awarded the bid to BusWest as evidenced by the Certification of Minutes, dated April 8, 2014, and District's correspondence to BusWest, dated April 10, 2014 (collectively "**Bid Award Documents**"); and

WHEREAS, BusWest was awarded the contract based upon certain criteria as detailed in the Instructions and Conditions [sic] - Bid Number 2014/15-22814 ("**Conditions of Bid**"); and

WHEREAS, Paragraph 38 of the Conditions of Bid reflects that BusWest accepted the piggyback option for its bid permitting the District to purchase identical items at the same price and upon the same terms and conditions as provided in the Equipment Specifications and Pricing and pursuant to Section 20118 of the Public Contract Code; and

WHEREAS, on or around March 19, 2015, the District and BusWest settled on a Purchase Order (P.O. #64668) for two 82-passenger school buses for a total amount of \$385,106.22 ("**Total PO Amount**") as itemized on the BusWest Bid Form to the District, dated March 26, 2015 (collectively "**Purchase Order**"); and

WHEREAS, District staff has reviewed the relevant documentation as referenced in this Resolution and attached hereto as follows:

- Attachment 1: Notice for Bids.
- Attachment 2: Proof of Publication.
- Attachment 3: Equipment Specifications and Pricing.
- Attachment 4: Bid Award Documents.
- Attachment 5: Conditions of Bid.
- Attachment 6: Purchase Order.

WHEREAS, District staff has researched the costs and terms of the Equipment Specifications and Pricing, reviewed the Purchase Order, and believes that the Total PO Amount is reasonable and that it would be in the best interests of the District to utilize the pricing and terms of the Equipment Specifications and Pricing to purchase its additional school buses.

NOW THEREFORE, the Board of Education of the Culver City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true.
2. That it hereby declares that it is in the best interests of the District to purchase its additional school buses by piggybacking on the bid proposal awarded by Hemet USD to BusWest and the Equipment Specifications and Pricing.
3. That it hereby ratifies the Purchase Order, including the Total PO Amount and other terms.
4. That it hereby approves and authorizes the District's Superintendent and the District's Assistant Superintendent, Business Services and/or their designee, pursuant to this Resolution to enter into an agreement and to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution and consistent with the Public Contract Code and District policy, including entering into an Agreement Incorporating Piggyback Bid Award for School Bus.

[Votes on Following Page.]

IN WITNESS WHEREOF, this Resolution was unanimously approved and adopted by the Board of Education of the Culver City Unified School District, in the City of Culver City, County of Los Angeles, State of California, this 14th day of April, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

Nancy Goldberg
Culver City Unified School District
Board of Education, President

Katherine Paspalis
Culver City Unified School District
Board of Education, Clerk

Attachment 1
(Notice for Bids)

Resolution No. 14
SF 778084v1

HEMET UNIFIED SCHOOL DISTRICT
1791 West Acacia Ave.
Hemet, Ca. 92545-3637

NOTICE TO VENDORS CALLING FOR BIDS
SCHOOL BUSES
BID #: 2014/15-22814

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 11:00.00 A.M., on **TUESDAY, MARCH 25, 2014**, sealed bids for the award of school buses on an as needed basis.

Bids shall be received at: **Purchasing Department**
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

A ten percent (10%) bid bond will be required for this bid.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices.

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

No bidders may withdraw their bid for a period of Ninety(90) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.

BY ORDER OF THE GOVERNING BOARD
Donald Rosales
Director of Purchasing
Hemet Unified School District

Publish: March 04, 2014, and March 11, 2014

Attachment 2
(Proof of Publication)

Resolution No. _____
SF 778084v1

THE PRESS-ENTERPRISE

3450 Fourteenth Street
Riverside, CA 92501-3878
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: / NIB 2014/15 - 22814

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, under date of February 4, 2013, Case Number RIC 1215735, under date of July 25, 2013, Case Number RIC 1305730, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

03/04, 03/11/2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: March 11, 2014
At: Riverside, California



HEMET USD PURCHASING DEPT.
1791 W ACACIA AVE
HEMET, CA 92545

Ad Number: 0001234472-01

P.O. Number: NIB 2014/15 - 22814

Ad Copy:

HEMET UNIFIED SCHOOL DISTRICT
1791 West Acacia Ave.
Hemet, Ca. 92545-3637

NOTICE TO VENDORS CALLING FOR BIDS
SCHOOL BUSES
BID #: 2014/15-22814

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 11:00.00 A.M. on Tuesday, March 25, 2014, sealed bids for the award of school buses on an as needed basis.

Bids shall be received at: Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

A ten percent (10%) bid bond will be required for this bid.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices. The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

No bidders may withdraw their bid for a period of ninety(90) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.

BY ORDER OF THE GOVERNING BOARD
Donald Rosales
Director of Purchasing
Hemet Unified School District

Publish: March 04, 2014, and March 11, 2014 3/4, 3/11

Attachment 3
(Equipment Specifications and Pricing)

**EQUIPMENT
SPECIFICATIONS**

19 +1 TYPE A BUS

SPECIFICATIONS

19+1 passenger type A School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, the Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.** Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

| Minimum Specifications Required | Specifications furnished |
|---|---|
| <p>New school bus capable of transporting up to 19 +1 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p> | <p>Year: NEW</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Minotour 051 MS</p> <p>Capacity: 19+1</p> |
| <p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 13,200 lbs.</p> <p>Wheelbase: Up to 158"</p> <p>Maximum overall length: Up to 271"</p> <p>Maximum overall width: 96"</p> <p>Maximum overall height: 115"</p> <p>Minimum headroom: 73"</p> | <p>G.V.W.R.: 14,200</p> <p>Wheelbase: 159"</p> <p>Overall length: 18' 7"</p> <p>Overall width: 96"</p> <p>Overall height: 115"</p> <p>Headroom: 73"</p> |

Specifications

| Item | Minimum Specifications Required | Specifications furnished |
|---------------|---|--------------------------|
| Aisle | There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches. | Comply |
| Assist Rail | There shall be two stainless steel assist rails at the entrance door, one mounted forward and one mounted aft. Assist rails shall be securely attached. | Comply |
| Back-up Alarm | The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b. | Comply |
| Bumper-Rear | Shall be formed from 12 gauge 3/16" plate steel. The bumper shall be a minimum of 9 3/4" high. | Comply |
| Chassis | <p>General Motors or Ford cutaway chassis with the following specifications:</p> <ul style="list-style-type: none"> • Minimum 13,500 lb. GVWR chassis • Minimum 158" wheelbase • Four-wheel disc brakes • Spring suspension • Minimum 6.0 L V8 gas engine • Six LT225/75R16D tires • Automatic transmission • Six 16"X6" disc wheels • Exhaust exits below the rear bumper | Comply |
| Color | <p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--------------|--|--------------------------|
| | All metal panels on the bus to be painted shall be primed on both sides prior to assembly. | |
| Construction | <p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam cross member every 9". There shall be a plywood sub-floor of a nominal 5/8" thickness. Raised floor design. (flat floor)</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p> | Comply |
| Defrosters | Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield. | Comply |
| Doors | <p>The service door shall be an manually operated, outward opening two-panel door. Entrance door shall be equipped with a door handle and a key-operated lock.</p> <p>The driver's door shall be supplied by the chassis manufacturer and located to the left of the driver's seat.</p> <p>Lift Door: Single lift door with opening measurements of 42"x60" mounted in side rear of the bus. The lift door shall be fitted with guardrails for strength and protection.</p> | Comply |
| Electrical | <p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers.</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--|--|--------------------------|
| Emergency Exits | <p>All emergency exits shall conform to FMVSS 217.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located in the center rear of the bus. Door to be equipped with vandal lock with starter interlock and an audible buzzer, which will sound when latch is moved toward open position.</p> <p>Roof Hatch: A combination ventilation and emergency exit shall be provided.</p> | Comply |
| Exterior Paneling | <p>Roof: The roof panel shall be one-piece aluminum (side to side) that is riveted to each flange of the body bow frame.</p> <p>The exterior side panels shall be at least 16-gauge flat aluminum double riveted to body bow frames. The side panels shall be primed on both sides before assembly.</p> | Comply |
| Fenderettes and Mud Flaps | <p>The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p> <p>Mud flaps shall be installed behind the rear wheels.</p> | Comply |
| Fire Extinguisher | <p>Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher and a 2.5 lb fire extinguisher to meet California Title 13.</p> | Comply |
| Body Fluid Kit, Triangle Flares & Other Safety Equipment | <p>Each bus shall be equipped with a metal type 24-unit first aid kit.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS.</p> <p>Each bus shall be equipped with a body fluid clean -up kit meeting National standards.</p> | Comply |
| Floor Covering and Sub-floor | <p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------------------|---|--------------------------|
| | <p>sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p> | Comply |
| Guard Rails | <p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt | Comply |
| Heater & Defrosters | <p>Front heater shall be supplied by chassis manufacturer.</p> <p>Passenger compartment shall be a minimum of 32,000 BTU's.</p> <p>Shut -off valves shall be located in engine compartment. All heater hose connections shall be maintained with constant-torque clamps</p> <p>One adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p> | Comply |
| Horns | Dual electric. | Comply |
| Identification | <p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name: Bus number: CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p> | Comply |
| Instruments Gauges & Switches | The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.) | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-----------------|---|--------------------------|
| Insulation | Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc. | Comply |
| Interior | All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 73". | Comply |
| Locks | All similar-type external locks shall be keyed alike. | Comply |
| Lamps & Signals | <p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Cluster: Three amber LED front, three red LED rear. Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights. • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Five mounted over seats for optimum. Switch to be wired to battery. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|---------------------------------|---|--------------------------|
| | <ul style="list-style-type: none"> • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. | Comply |
| Mirrors | <p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior: Rearview mirrors shall be remotely operated from the driver's compartment. Cross view mirrors shall be two quadric-spherical mirrors, one left and one right fender mounted. Mirrors shall comply with FMVSS 111.</p> | Comply |
| Mounting | <p>Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. 8 ply rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.</p> | Comply |
| Mud Flaps | <p>There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.</p> | Comply |
| Noise Suppression Switch | <p>Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.</p> | Comply |
| Radio | <p>Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.</p> | Comply |
| Seats and Barriers | <p>Passenger Seats: Bus shall accommodate up to 19 passengers in seats with three-point passenger restraints. All seats shall be track mounted Syntec Seating seats complying with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------------|--|--------------------------|
| | <p>and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back, adjustable supplied by chassis manufacturer.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt as supplied by the chassis manufacturer.</p> <p>Seatbelt cutter shall be mounted in driver area.</p> | Comply |
| Special needs equipment | <p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate one wheelchair positions in front of lift.</p> <p>Include one Sure-Lok restraint systems FF612S-4C.</p> <p>Include one mesh tie down pouch.</p> | Comply |
| Storage Compartment | An overhead storage compartment shall be located above the windshield. Compartment door shall be hinged at the top and supported by a prop rod when open. | Comply |
| Stepwell | The stepwell shall include two full-depth steps. | Comply |
| Sun Visor | Visor to be supplied by the chassis manufacturer. | Comply |
| Ventilation | Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. | Comply |
| Warranty | A copy of the manufacturer's warranty shall be enclosed with and become a part of bid, | Comply |
| Windows | Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. Windows must be accessible for removal without lowering the wiring harness access panel. | Comply |
| Windshield | As supplied by the chassis manufacturer. | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------|--|--------------------------|
| Windshield Wipers | As supplied by the chassis manufacturer. | Comply |

Approved Optional Items

| Item# | Description | Price |
|-------|---|---------|
| 1. | Wheelbase decrease to 138" through 139" | (2,023) |
| 2. | Change to chassis manufacture – Ford | 10,169 |
| 3. | Change to diesel powered drive train | 12,776 |
| 4. | delete raised floor(flat floor) | (1,500) |
| 5. | Change to activity bus | 416 |
| 6. | Change to CNG powered drive train | 45,000 |
| 7. | Change to propane powered drive train | 15,030 |
| 8. | Add strobe light | 465 |
| 9. | Add fog lights | 620 |
| 10. | Change to 14,000# chassis | (1,500) |
| 11. | Add interlock system | 1,600 |
| 12. | Add or remove 30" 3-point restraint seats | 1,085 |
| 13. | Add or remove 39" 3-point restraint seats | 1,085 |
| 14. | Add or remove 45" 3-point restraint seats | 1,085 |
| 15. | Add or remove barrier | 284 |
| 16. | Add track and track mountings for passenger seats (per seat) | 258 |
| 17. | Add ISO latch to passenger seat | 52 |
| 18. | Automatic tire chains | 3,879 |
| 19. | Remove remote operated mirrors | (247) |
| 20. | Add heated mirrors | 201 |
| 21. | LED eight light warning system | 1,550 |
| 22. | LED stop arm | 925 |
| 23. | LED strobe stop arm | 976 |
| 24. | Remove LED lights | (858) |
| 25. | Remove wheelchair lift, lift door and lift accessories | (4,191) |
| 26. | Add or remove wheelchair stations | 827 |
| 27. | 112 db back up alarm | 58 |
| 28. | Digital color camera system | 4,128 |
| 29. | Checkmate child safety system | 249 |
| 30. | DVD player with flip down monitors | 4,598 |
| 31. | Back up camera in rearview mirror | 1,100 |
| 32. | 40,000 BTU free blow air conditioning system with single compressor | 3,300 |

| Item# | Description | Price |
|-------|---|----------------|
| 33. | 52,000 BTU free blow air conditioning system with single compressor | 4,200 |
| 34. | Add 39" flex 3 point restraint seat each | 1,085 |
| 35. | GPS/fleet management tracking system | 1,958 |
| 36. | Additional passenger heater | 413 |
| 37. | Spare Tire/Wheel | 400 |
| 38. | Additional helper spring | 677 |
| 39. | Deduct for Nevada seats | (200) per seat |
| 40. | Cost plus 20% on any additional options | 2,090 |
| 41. | Dash air conditioning | Included |

25 PASSENGER TYPE C SPECIAL-NEEDS BUS

SPECIFICATIONS

25 Passenger Type C Special-Needs School Bus

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.**

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

| Minimum Specifications Required | Specifications furnished |
|--|---|
| <p>New Type C school bus capable of transporting up to 25 passengers, various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p> | <p>Year: NEW</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner C2</p> <p>Capacity: 25</p> |
| <p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 25,500 lbs.</p> <p>Wheelbase: Up to 219"</p> <p>Maximum overall length: Up to 26'</p> <p>Maximum overall width: 8'</p> <p>Curb to curb turning radius, Maximum: 22'</p> <p>Minimum headroom: 77"</p> | <p>G.V.W.R.: 31,000</p> <p>Wheelbase: 219"</p> <p>Overall length: 17' 8"</p> <p>Overall width: 96"</p> <p>Turning radius: 20' 8"</p> <p>Headroom: 78"</p> |

Chassis Specifications

| Item | Minimum Specifications Required | Specifications furnished |
|----------------------|--|--------------------------|
| Accelerator Controls | <p>Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.</p> <p>Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> | Comply |
| Air Cleaner | Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed. | Comply |
| Alternator | Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent. | Comply |
| Axle, Front | Minimum 8,000 lb. axle capacity with maintenance-free spring pins and oil seals. | Comply |
| Axle, Rear | Minimum 17,500 lb. axle capacity with magnetic drain plug. | Comply |
| Batteries | <p>Shall be a minimum three 12-volt type group 31 maintenance-free batteries. Combined batteries shall have a minimum 2100 (CCA)</p> <p>Battery box to be frame mounted with heavy duty steel ball bearing slide out tray.</p> | Comply |
| Brakes | <p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture.</p> <p>Type: Drum Front: 15" x 5" Rear: 16.5" x 7"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 4,000 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|----------------|---|--------------------------|
| | adjustments by driver. Air dryer shall be a Bendix AD-9. | Comply |
| Cooling System | Radiator to be heavy-duty construction with serpentine fins. Radiator shall include transmission oil cooler located in bottom tank. | Comply |
| Design | Type C bus | Comply |
| Drive Line | Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps. | Comply |
| Electrical | System shall be 12-volt with negative ground. All chassis electrical shall be a full multiplex system. | Comply |
| Engine | Powertrain 8.0L LPG Propane engine rated at 339 horsepower minimum @ 3100 rpm, 495 ft lb of torque @4100rpm, electronically controlled V8 powered Propane engine. Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2014 emissions. | Comply |
| Exhaust System | Single muffler with 4" tailpipe. | Comply |
| Fan Drive | Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan. | Comply |
| Frame | All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10-1/8" x 3" x 5/16" with a minimum 50,000 PSI yield strength. | Comply |
| Fuel System | Fuel tank shall have a minimum capacity of 60 equivalent gallons and shall be mounted between the frame rails. An outside fuel filler door shall be provided. | Comply |
| | | |

| Item | Minimum Specifications Required | Specifications furnished |
|--------------------|---|--------------------------|
| Instrument Panel | Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. | Comply |
| Rust proofing | All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting. | Comply |
| Shock Absorbers | Heavy-duty direct acting double-action piston type – two 2 front and two 2 rear. | Comply |
| Springs/Suspension | Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 8,000 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be air-ride with a capacity of 23,000 lbs. | Comply |
| Steering | Integral full power with a tilt and telescoping steering column and padded wheel. | Comply |
| Tires | Single front and dual rear 225/70R22.5 16-ply radial tubeless type tires. | Comply |
| Transmission | Allison 2350 PTS 5-speed automatic. | Comply |
| Wheels | Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable. | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-----------|--|--------------------------|
| Wheelbase | Shall be a maximum of 160 inches. 50 degree front end wheel cut. | Comply |

Body Specifications

| Item | Minimum Specifications Required | Specifications furnished |
|------------------------|--|--------------------------|
| Aisle | There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. | Comply |
| Assist Rail | There shall be two stainless steel assist rails at the entrance door. (one forward and one aft) | Comply |
| Back-up Alarm | The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b. | Comply |
| Bumper, Front and Rear | Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high. | Comply |
| Color | <p>Exterior: Shall be National School Bus Yellow. This paint shall be baked-on high solids polyurethane.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p> | Comply |
| Construction | <p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Bow frames should be one piece extended from below floor line to below floor line.</p> <p>Floor shall be a flat-floor design.</p> | Comply |
| Defrosters | Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------|--|--------------------------|
| | defroster channel for even distribution of heated air to the windshield. | Comply |
| Doors | <p>The service door shall be an air-operated outward opening, two-panel door with bonded glass for better visibility. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p> | Comply |
| Electrical | <p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be a self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p> | Comply |
| Emergency Exits | <p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located rear center of the bus.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock.</p> <p>Roof Hatch: combination ventilation and emergency exit shall be provided. Hatch shall be equipped with warning buzzer.</p> <p>One inch of reflective material shall extend around the perimeter of the roof hatch.</p> | Comply |
| Exterior Paneling | <p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame.</p> <p>Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|---|--|--------------------------|
| | The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly. Skirts shall extend at least 20" from the bottom of the floor. | Comply |
| Fire Extinguisher | Each bus shall be equipped with two 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. The second to be mounted in the lift area. | Comply |
| First Aid Kit, Triangle Flares & Other Safety Equipment | <p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p> | Comply |
| Floor Covering and Sub-floor | <p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p> | Comply |
| Guard Rails | <p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------------------|---|--------------------------|
| Heater & Defrosters | <p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall wall mounted with a minimum rating of 40,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves shall be located in engine compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p> | Comply |
| Horns | Dual electric horn shall be provided. | Comply |
| Identification | <p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name: Bus number: CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p> | Comply |
| Instruments Gauges & Switches | The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.) | Comply |
| Insulation | Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc. | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--------------------------|---|--------------------------|
| | | |
| Interior | All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 77". | Comply |
| Locks | All similar-type external locks shall be keyed alike. | Comply |
| | | Comply |
| Manuals | An operator's manual shall be furnished. | |
| Mirrors | Interior mirror shall be 6" x 30" safety glass with protected edges. Rearview mirrors: Minimum 7"x16" with black brackets, heated and motorized. Cross view mirrors shall be Quad II or equivalent, heated. Mirrors shall comply with FMVSS 111. | Comply |
| Mounting | Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member. | Comply |
| Mud Flaps | There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells. | Comply |
| Noise Suppression Switch | Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel. | Comply |
| Radio | Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone. | Comply |
| Seats and Barriers | <p>Passenger Seats: Syntec seating seats to accommodate up to 25 passengers in seats with three-point passenger restraints and W/C positions. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------------|--|--------------------------|
| | <p>forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.</p> | Comply |
| Special needs equipment | <p>Single lift door with opening measurements of 42"X60" mounted in the right rear of the bus. A secure-hold chain shall maintain the door in the open position. Pilot light and buzzer to indicate that the door is open. Vandal lock to secure the door.</p> <p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate four wheelchair positions and track mounted seats: two on the left side and two on the right side of bus.</p> <p>Include four Sure-Lok restraint systems FF612S-4C.</p> <p>Include four mesh tiedown pouches.</p> | Comply |
| Stepwell | 3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided. | Comply |
| Sun Visor | Visor to be 6" x 30" opaque acrylic and fully adjustable. | Comply |
| Switch Panel | <p>Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied.</p> <p>The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.</p> | Comply |
| Tow hooks | Two hooks shall be provided at the front and rear of the vehicle. | Comply |
| Ventilation | Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided. | Comply |
| Warranty | A copy of the manufacturer's warranty shall be enclosed with and become a part of bid, | Comply |
| Windows | Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------|--|--------------------------|
| | transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel. | |
| Windshield | Tinted continuous curved safety plate laminated windshield. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with 5" non glare band. The windshield surface area shall be a minimum 3,000 sq inches of surface area. | Comply |
| Windshield Washer | Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel. | Comply |
| Windshield Wipers | Bus to be equipped with two electrically operated, wet arm type wipers. Wipers are to be variable speed with intermittent function. | Comply |

Approved Optional Items

| Item# | Description | Price |
|-------|---|---------|
| 1. | Hybrid electric motor/controller drive system | 63,999 |
| 2. | Compression and exhaust brake | 387 |
| 3. | Alternator – 270 amp | 1,135 |
| 4. | Fire suppression system | 5,000 |
| 5. | Ricon Lift | 200 |
| 6. | 112 db. Back up alarm | 77 |
| 7. | Allison 2500 PTS | 800 |
| 8. | Allison 3000PTS | 10,214 |
| 9. | Change to rear leaf-spring suspension | 0 |
| 10. | Change to hydraulic brakes | 0 |
| 11. | Tires – 10R22.5, Load range G, 16 ply | (593) |
| 12. | Tires – 11R22.5, Load range G, 16 ply | (534) |
| 13. | Wheels – Six aluminum | 3,716 |
| 14. | Automatic tire chains | 3,871 |
| 15. | Spare tire | 929 |
| 16. | Spare wheel | 465 |
| 17. | 100 gallon fuel tank | 542 |
| 18. | CNG engine | 29,000 |
| 19. | Cruise control | 77 |
| 20. | Gasoline Engine | (8,000) |
| 21. | Diesel engine horsepower 190-229 | 9,000 |
| 22. | Diesel engine horsepower 230-249 | 10,219 |
| 23. | Diesel engine horsepower 250 or greater | 11,773 |
| 24. | Increase wheelbase to between 159"-179" | 1,104 |
| 25. | Increase wheelbase to between 180"-199" | 1,832 |
| 26. | Increase wheelbase to between 200"-219" | 3,086 |
| 27. | Increase wheelbase to between 220"-239" | 3,876 |

| Item# | Description | Price |
|-------|--|----------------|
| 28. | Increase wheelbase to between 240"-278" | 4,733 |
| 29. | Increase wheelbase to between 279" or greater | 6,090 |
| 30. | Backup camera in rear view mirror | 1,100 |
| 31. | Remove adjustable steering column | Included |
| 32. | Five year chassis warranty – Increase warranty coverage on chassis related items not including drive train to five years/100,000 miles | 3,200 |
| 33. | Remove adjustable accelerator and brake pedals | 155 |
| 34. | Increase front axle to 10,000 lbs | 557 |
| 35. | Increase front axle to 12,000 lbs | 583 |
| 36. | LED stop, tail directional, marker and clearance lights | 1,726 |
| 37. | LED eight-way warning lights | 1,621 |
| 38. | Stop arm with strobe lights | 975 |
| 39. | Stop arm with LED lights | 924 |
| 40. | Remove acoustic ceiling headliner | (99) |
| 41. | Battery cut off switch | 234 |
| 42. | Remove remote operated rearview mirrors | (474) |
| 43. | Push – button, dash mounted shift control for Allison transmission | 667 |
| 44. | 16 gauge side sheets | 354 |
| 45. | Mechanically operated driver's seat | (131) |
| 46. | Add Disc Air Brakes | 1,200 |
| 47. | Add or remove barrier | 284 |
| 48. | Add or remove 45" passenger seat with three point harness | 1,084 |
| 49. | Add or remove 39" passenger seat with three point harness | 1,084 |
| 50. | Add or remove 30" passenger seat with three point harness | 1,084 |
| 51. | Add or remove track and track mountings for passenger seats(per seat) | 258 |
| 52. | Add infant child restraint seat to passenger seat (per seat) | 361 |
| 53. | Add ISO latch to passenger seat (per latch) | 52 |
| 54. | Add two cup holders | 67 |
| 55. | Deduct for Nevada passenger seats | (200) per seat |
| 56. | Air Conditioning – Dash mounted system | 1,497 |
| 57. | Air Conditioning – 40,000 to 55,000 BTU free blow system/ducted | 5,845 |
| 58. | Air Conditioning – 60,000 to 75,000 BTU free blow system/ducted | 7,442 |
| 59. | Air Conditioning – 76,000 to 90,000 BTU free blow system/ducted | 8,877 |
| 60. | Air Conditioning – 96,000 to 130,000 BTU free blow system/ducted | 9,700 |

| Item# | Description | Price |
|-------|--|---------|
| 61. | Add side emergency door | 538 |
| 62. | Add roof hatch | 853 |
| 63. | Remove wheelchair lift door, wheelchair lift, cover and fire extinguisher | (4,187) |
| 64. | Add or remove wheelchair station | 826 |
| 65. | Interlock system – Install CHP approved and Title 13 exempt interlock system to allow driver to vacate the driver's compartment with the vehicle engine operating. | N/A |
| 66. | Install 30" - 59" storage box (each) | 924 |
| 67. | Install 60" – 99" storage box (each) | 1,394 |
| 68. | Install 100" or greater storage box (each) | 1,832 |
| 69. | Interior luggage racks | 1,646 |
| 70. | Add transit compressor | 9,084 |
| 71. | Air conditioning AC 310 Trop system or equivalent | 15,353 |
| 72. | Child checkmate safety system | 300 |
| 73. | DVD Player with flip down monitors | 4,903 |
| 74. | Zonar pre trip inspection system | 3,200 |
| 75. | Digital surveillance camera system | 4,800 |
| 76. | Roof mounted strobe light | 465 |
| 77. | Fog light | 619 |
| 78. | Five year bumper to bumper warranty | 4,500 |
| 79. | Cost plus 20% on any additional items not listed | 20% |
| 80. | GPS/Fleet management tracking system | 1,956 |
| 81. | Engine Diagnostic software | 2,477 |
| 82. | Diagnostic, storage, data retrieval device(lap top) | 1,342 |
| 83. | Connector cables | 1,032 |
| 84. | Additional passenger heater | 413 |
| 85. | 4 wheel drive conversion | 34,064 |
| 86. | Towing extended warranty – one year | 258 |
| 87. | Low level coolant warning sensor | 70 |

79 PASSENGER BUS

SPECIFICATIONS

79-passenger School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.**

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

| Minimum Specifications Required | Specifications furnished |
|--|--|
| <p>New school bus capable of transporting up to 79 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p> | <p>Year: NEW</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner HDX 141 YS</p> <p>Capacity: 79</p> |
| <p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 37,600 lbs.</p> <p>base: Up to 277"</p> <p>Maximum overall length: Up to 40'</p> <p>Maximum overall width: 8'</p> <p>Maximum overall height: 11'</p> <p>Minimum headroom: 78"</p> | <p>G.V.W.R.: 37,600</p> <p>Wheelbase: 277"</p> <p>Overall length: 39' 11"</p> <p>Overall width: 8'</p> <p>Overall height: 11'</p> <p>Headroom: 78"</p> |

Chassis Specifications

| Item | Minimum Specifications Required | Specifications furnished |
|----------------------|--|--------------------------|
| Accelerator Controls | <p>Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.</p> <p>Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> | Comply |
| Air Cleaner | <p>Shall be a two-stage air cleaner, with replacement element. Shall be mounted within the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.</p> | Comply |
| Alternator | <p>Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.</p> | Comply |
| Axle, Front | <p>Shall be heavy-duty "I" beam design. Minimum 14,600 lb. axle capacity.</p> <p>Hubs shall be equipped with oil lubrication seals and have a sight glass to view oil level.</p> | Comply |
| Axle, Rear | <p>Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.</p> | Comply |
| Batteries | <p>Shall be a minimum three 12-volt type group 31 maintenance-free batteries.</p> <p>A lock shall be provided for the battery box door.</p> | Comply |
| Brakes | <p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Brake lining to be no less than 900 square inches in area.</p> <p>Type: Drum Front: 16.5" x 6" Rear: 16.5" x 8 5/8"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 6,470 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters.</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|----------------|--|--------------------------|
| | <p>Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> <p>Air dryer shall be a Bendix AD-9.</p> | Comply |
| Cooling System | <p>Radiator to be heavy-duty construction with serpentine fins..</p> <p>Radiator shall include transmission oil cooler located in bottom tank. Radiator to be accessible through hinged service door.</p> | Comply |
| Design | Type D bus with rear mounted engine. | Comply |
| Drive Line | Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps. | Comply |
| Electrical | System shall be 12-volt with negative ground. Protected by a 150-amp circuit breaker mounted in rear electrical junction box. All chassis circuits shall be protected by manual-reset circuit breakers or multiplex system. | Comply |
| Engine | <p>280 horsepower minimum; 900 ft. lbs. torque minimum, electronically controlled in-line 6-cylinder compressed natural gas powered engine. Cummins ISLG Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2014 emissions.</p> <p>Please provide prices for Diesel engine</p> | Comply |
| Exhaust System | Single muffler with 4" tailpipe. | Comply |
| Fan Drive | Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan. | Comply |
| Frame | <p>All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10" x 3 1/2" x 1/4" with a minimum 50,000 PSI yield strength.</p> <p>Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation. Engine shall be installed on bolted modular rails to provide a 10" drop section and a full – width clearance of not less than 34 inches between the rails.</p> <p>This allows for easy engine component accessibility and routine maintenance.</p> | Comply |
| Fuel System | Fuel system includes five Type-3 CNG fuel cylinders measuring 15.3" diameter x 77.6" long with seamless aluminum liners and carbon fiber and epoxy composite over-wrap. All tanks shall be mounted transverse of the chassis frame rails and surrounded by a | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|------------------|---|--------------------------|
| | <p>protective tubular cage assembly.</p> <p>Fuel system shall operate at 3600 PSI. Relief valves from each tank to be plumbed to a single large diameter vent pipe routed to the top right side of the bus body outside the passenger compartment.</p> <p>The fuel door shall be equipped with a starter interlock to prevent the engine from starting during fueling.</p> | Comply |
| Instrument Panel | <p>Instrument panel shall include:</p> <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Transmission temperature gauge • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. <p>Engine compartment instrument panel to include:</p> <ul style="list-style-type: none"> • On/off toggle ignition switch • Starter button with starter interlock switch • Switch for two compartment lights • Oil pressure gauge • Voltmeter | Comply |
| Rust proofing | All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting. | Comply |
| Shock Absorbers | Heavy-duty direct acting double-action piston type – four 4 front and two 2 rear. | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--------------------|--|--------------------------|
| Springs/Suspension | Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 14,600 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be vari-rate(radius leaf) with a capacity of 23,000 lbs. | Comply |
| Steering | Integral full power with a tilt and telescoping steering column and padded wheel. | Comply |
| Tires | Single front and dual rear 12R22.5 16-ply radial tubeless type tires. | Comply |
| Transmission | Allison PTS3000 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished. | Comply |
| Wheels | Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable. | Comply |
| Wiring | <p>There shall be a minimum of three separate modular chassis wiring harnesses and two electrical junction boxes. The harnesses shall utilize sealed style connectors to provide optimal electrical connections. There shall be a harness for various other systems inside the front electrical compartment which is located on the interior of the body. There shall be a main chassis harness connecting the front and rear of the bus. A junction box located in the engine compartment will utilize a sealed connector and a vehicle electrical center for rear circuit breakers, gauges and switches to control ignition, compartment lights and rear starting. Multiple wiring harnesses aid in troubleshooting and provide access to the electrical system.</p> <p>All chassis wiring is to be color coded and numbered according to a logical and intuitive wire numbering system.</p> | Comply |

Body Specifications

| Item | Minimum Specifications Required | Specifications furnished |
|------------------------|---|--------------------------|
| Aisle | There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches. | Comply |
| Assist Rail | <p>Back side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to near the top of the seat barrier.</p> <p>Front side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to heater/dash area.</p> | Comply |
| Back-up Alarm | The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b. | Comply |
| Bumper, Front and Rear | Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high. | Comply |
| Color | <p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p> | Comply |
| Construction | <p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam crossmember every 9".</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-----------------|--|--------------------------|
| | All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada. | |
| Defrosters | Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield. | Comply |
| Doors | <p>The service door shall be an air- or electric-operated outward opening, two-panel door. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p> | Comply |
| Electrical | <p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p> | Comply |
| Emergency Exits | <p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located on the left side of the bus. The door shall have a minimum of 31" x 58" clear opening.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and the rear pushout emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock. Rear pushout emergency window shall provide a clear opening of 55.25" x 21.75".</p> <p>Roof Hatch: Two roof hatches; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--------------------|--|--------------------------|
| | <p>warning buzzer.</p> <p>One inch of yellow reflective material shall extend around the perimeter of the roof hatch.</p> | |
| Engine Compartment | <p>The rear engine compartment shall be fully insulated with thermal and sound barrier insulation sandwiched between the interior davenport seat panels and aluminized steel engine compartment panels. This insulation shall provide protection from heat, fumes and excessive noise from entering the passenger compartment. The engine compartment shall be capable of withstanding detergents and high-pressure wash.</p> <p>The engine door shall provide access to the engine compartment and related components. The door shall incorporate an interlock in the starting circuit to prevent starting the engine from the driver's area when the door is open. The opening shall be a minimum of 84" x 31". A cylinder-type lock shall secure the engine compartment door.</p> <p>The engine compartment shall be equipped with side engine doors, one each side. The doors shall be:</p> <ul style="list-style-type: none"> • Secured by a lockable flush-mounted adjustable lever latch. • Hinged vertically for a swing-out design. Designed with hinges that have removable pins for greater access for service. | Comply |
| Exterior Paneling | <p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame.</p> <p>Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly.</p> | Comply |
| Fenderettes | The front and rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection. | Comply |
| Fire Extinguisher | Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that the | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--|---|--------------------------|
| | equipment may be seen. | |
| Body Fluid Kit, Triangle Flares & Other Safety Equipment | <p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p> | Comply |
| Floor Covering and Sub-floor | <p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p> | Comply |
| Guard Rails | <p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt | Comply |
| Heater & Defrosters | <p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 50,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves - two shall be located behind an access door located forward of radiator and</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------------------|---|--------------------------|
| | <p>behind left side rear service access door.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p> | |
| Horns | Dual electric plus one air horn shall be provided. The air horn shall be mounted beneath the floor of the driver's area with the activation switch mounted on the switch panel in the driver's area. | Comply |
| Identification | <p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name: Bus number: CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p> | Comply |
| Instruments Gauges & Switches | The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.) | Comply |
| Insulation | <p>Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.</p> <p>A heavy-duty aluminized steel barrier shall enclose 2" blanket insulation in the engine compartment. The area under the davenport seat and the top of the shelf under the rear pushout window shall be covered with 1/2" rubberized insulation material.</p> | Comply |
| Interior | <p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 78".</p> | Comply |
| Locks | All similar-type external locks shall be keyed alike. | Comply |
| Lamps & Signals | <p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Headlights: Single sealed beam halogen (42 watt low beam/65 watt high beam) lights with daytime running lights • Cluster: Three amber LED front, three red LED rear • Marker: Two amber LED front corners, two amber LED | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|----------------------------|--|--------------------------|
| | <p>rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights.</p> <ul style="list-style-type: none"> • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Up to ten mounted over seats for optimum aisle clearance. Switch to be wired to battery. • Driver's Dome: Dome light mounted over driver's seat and operated with separate switch. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. • Strobe Light Wiring: Wiring, switch and pilot light to be provide for future fixture. • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. • Engine Compartment: Two lights to illuminate engine compartment. • License plate: Two lights to illuminate the license plate areas | Comply |
| Luggage Compartment | Bus shall be equipped with a minimum of 69" pass-through luggage compartment. Include locks, lights, switches and shocks. | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|--------------------------|--|--------------------------|
| Manuals | An operator's manual shall be furnished. | |
| Mirrors | <p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior mirrors "European Style" overhung mirror assembly single point mount, triple lens head, break away arm, one flat rear view 9.66" x 8.39", one convex rear view 4.88" x 8.75", and one convex cross view 8.17" x 9.35". Mirrors shall be heated and operated remotely from the driver's compartment. Mirrors shall comply with FMVSS 111.</p> | Comply |
| Mounting | Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member. | Comply |
| Mud Flaps | There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells. | Comply |
| Noise Suppression Switch | Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel. | Comply |
| Radio | Radio shall be AM/FM/CD/PA with antenna, eight premium interior speakers and microphone. | Comply |
| Seats and Barriers | <p>Passenger Seats: Bus shall accommodate up to 79 passengers in Syntec seating seats with three-point passenger restraints. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt with height-</p> | Comply |

| Item | Minimum Specifications Required | Specifications furnished |
|-------------------|--|--------------------------|
| | adjustable "D" loop for driver comfort. The belt shall be of ELR design with a push button release. | |
| Stepwell | 3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided. A stepwell guard to protect the underside of the steps from road hazards shall be provided. | Comply |
| Sun Visor | Visor to be 6" x 30" opaque acrylic and fully adjustable. | Comply |
| Switch Panel | Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function. | Comply |
| Tow hooks | Two hooks shall be provided at the front and rear of the vehicle. | Comply |
| Ventilation | Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided. | Comply |
| Warranty | A copy of the manufacturer's warranty shall be enclosed with and become a part of bid. | Comply |
| Windows | Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel. | Comply |
| Windshield | Two piece continuous curved safety plate laminated windshields. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with minimum 3850 sq inches of surface area. | Comply |
| Windshield Washer | Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel. | Comply |
| Windshield Wipers | Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels. | Comply |

Approved Optional Items

| Item# | Description | Price |
|--------------|---|----------------|
| 1. | Hybrid electric motor/controller drive system | N/A |
| 2. | Outriggers | 667 |
| 3. | CNG 4-tank system | (3,000) |
| 4. | Deduct for Nevada seats | (200) per seat |
| 5. | Left side fill for CNG | 1,491 |
| 6. | Diesel engine 200 – 229 HP | (29,597) |
| 7. | Diesel engine 230-249 HP | (29,207) |
| 8. | Diesel engine 250 – 269 HP | (28,743) |
| 9. | Diesel engine 270 - 285 HP | (25,597) |
| 10. | Diesel engine 286 -300 HP | (25,340) |
| 11. | Decrease wheelbase to 181" through 208" | (1,307) |
| 12. | Decrease wheelbase to 209" through 237" | (957) |
| 13. | Decrease wheelbase to 238" through 266" | (429) |
| 14. | Decrease wheelbase to 267" through 276" | (160) |
| 15. | Remove 69"-94" through luggage compartment | (1,245) |
| 16. | 95"-124" through luggage compartment | 3,127 |
| 17. | 125" or greater through luggage compartment | 4,170 |
| 18. | Four-wheel air disc brakes | 3,222 |
| 19. | 10" rear brakes (Air Ride Required) | 3,280 |
| 20. | Remove 15" first entrance step | (294) |
| 21. | Fire suppression system | 5,010 |
| 22. | Non-Euro style mirrors | 2,601 |
| 23. | Solenoid-operated air drains in drivers area | 933 |
| 24. | Reduce capacity of front axle/suspension to 13,200 lbs. | (199) |
| 25. | Change to two 8-D batteries | 860 |
| 26. | Change to forward-controlled engine transit model | (2,774) |
| 27. | Change to activity bus | 938 |
| 28. | Remove Adjustable pedals | 536 |
| 29. | High strength frame rail | 1,053 |
| 30. | Remove page system | (55) |
| 31. | Back up camera in rear view mirror | (1,100) |

| Item# | Description | Price |
|-------|--|----------|
| 32. | Compression and exhaust brake | 391 |
| 33. | Strobe light | 469 |
| 34. | Fog lights | 625 |
| 35. | Remove acoustic-type perforated headliner | (488) |
| 36. | 16-gauge side sheets | 347 |
| 37. | Five-year limited body warranty | Included |
| 38. | Five-year / 100,000 mile transmission warranty | Included |
| 39. | Allison 3000 PTS retarder transmission | 7,025 |
| 40. | Hand-control for transmission retarder | 253 |
| 41. | 270 AMP alternator | 1,708 |
| 42. | Interlock system | 1,600 |
| 43. | Add or remove 30" 3-point restraint seat | 1,095 |
| 44. | Add or remove 39" 3-point restraint seat | 1,095 |
| 45. | Add or remove 45" 3-point restraint seat | 1,095 |
| 46. | Remove 39" flex seat 3 point restraint seat | 1,095 |
| 47. | Add or remove 30"-39" FMVSS restraint seat | 250 |
| 48. | Add or remove barrier | 287 |
| 49. | Add track and track mountings for passenger seats (per seat) | 261 |
| 50. | Add infant child restraint seat each | 365 |
| 51. | Add ISO Latch to passenger seat (per set) | 52 |
| 52. | blank | |
| 53. | Interior luggage racks (each side) | 1,251 |
| 54. | Aluminum wheels (each) | 709 |
| 55. | 60-gallon fuel tank | 700 |
| 56. | 100-gallon fuel tank | 1,500 |
| 57. | Automatic tire chains | 3,956 |
| 58. | Mechanically operated drivers seat | (181) |
| 59. | Remove remote operation on mirrors | (490) |
| 60. | Remove heated mirrors | (101) |
| 61. | Back up camera in rearview mirror | 1,100 |
| 62. | LED eight light warning system | 2,055 |
| 63. | LED stop arm | 933 |
| 64. | LED strobe stop arm | 985 |
| 65. | Remove LED lights | (1,234) |

| Item# | Description | Price |
|-------|---|--------|
| 66. | Wheelchair lift door | 3,362 |
| 67. | Wheelchair lift | 5,108 |
| 68. | Wheelchair station | 834 |
| 69. | Lift cover and 5 lb. fire extinguisher | 469 |
| 70. | 112 DB. back-up alarm | 78 |
| 71. | Cruise control | 313 |
| 72. | Severe-duty package | 652 |
| 73. | Digital color camera system | 4,165 |
| 74. | Analog color camera system | N/A |
| 75. | Checkmate child safety system | 355 |
| 76. | DVD Player with monitors | 5,369 |
| 77. | Spare wheel | 469 |
| 78. | 60,000 to 75,000 BTU free-blow air-conditioning system | 5,682 |
| 79. | 76,000 to 90,000 BTU free-blow air-conditioning system | 10,201 |
| 80. | 91,000 to 110,000 BTU free-blow air-conditioning system | 11,975 |
| 81. | 111,000 to 130,000 BTU free-blow air-conditioning system | 16,353 |
| 82. | 125,000 BTU max roof top ducted air-conditioning system | 19,807 |
| 83. | 180,000 BTU max roof mounted ducted air-conditioning system | 21,230 |
| 84. | Transit compressor for air-conditioning system | 9,174 |
| 85. | Side emergency door | 625 |
| 86. | Front air ride 2-bag suspension | 3,232 |
| 87. | Rear air ride 2 bag suspension | 8,548 |
| 88. | Front air ride 4-bag suspension | 6,658 |
| 89. | Rear air ride 4-bag suspension | 14,193 |
| 90. | Add or remove roof hatch | 417 |
| 91. | 11R22.5 tires (6) | (529) |
| 92. | 10R22.5 tires (6) | (588) |
| 93. | Cost plus 20% on any additional items | 20% |
| 94. | Extended engine warranty Cummins - 7/150k | 4,600 |
| 95. | Extended chassis warranty 5 yr/100k excluding drivetrain | 4,200 |
| 96. | GPS/fleet management tracking system | 1,976 |
| 97. | Engine diagnostic software | 2,502 |
| 98. | Diagnostic, storage, data retrieval device | 1,355 |
| 99. | Connector cables | 1,042 |

| Item# | Description | Price |
|-------|---|----------------|
| 100. | Additional passenger heater | 287 |
| 101. | Towing extended warranty- 1 year each year to 2 years | 800 |
| 102. | Low level coolant warning sensor | 68 |
| 103. | Extended towing warranty – 3yr | 1,113 |
| 104. | Extended towing warranty – 4 yr | 1,500 |
| 105. | Extended towing warranty – 5 yr | 1,800 |
| 106. | Extra dome lights (set of two) | 64 |
| 107. | Deduct for Nevada seats | (200) per seat |
| 108. | 6 th speed on transmission open | 756 |
| 109. | Flip signs | 625 |
| 110. | Flip visors | 834 |
| 111. | Sanders | 3,336 |
| 112. | Spare tire | 938 |
| 113. | Exhaust brake | 391 |
| 114. | 250hp ISLG engine | (1,500) |

B I D P A G E

Vendors that submit a bid against the items listed on the equipment page and in the bid pages must be aware that Hemet Unified School District reserves the right to award this bid to one vendor or multiple vendors. Bidding with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

B I D F O R M
Purchase of School Buses

Name of Bidder BUSWEST

BASE BID:

The undersigned, having carefully examined the information for Bidders, Contract Forms, General Conditions and Drawings, if applicable, prepared by the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545 for purchase of School Buses, hereby submit to listed pricing for the specified equipment. Vendor guarantee's that all equipment bid is of new manufacture and covered under the vendors/manufacturers warranty:

1. 19 +1 Passenger, Type A Bus with listed capacities & options

Base Bid: \$ 68,680.00

CA. Sales Tax, ~~8.25%~~ 8.00% \$ 5,500.80

All other fees, if applicable \$ 90.50

2. 25 Passenger, Type C Special-Needs Bus with listed capacities & options

Base Bid: \$ 121,930.00

CA. Sales Tax, ~~8.25%~~ 8.00% \$ 9,760.80

All other fees, if applicable \$ 90.50

3. 79 Passenger, School Bus with listed capabilities & options

Base Bid: \$ 167,270.00

CA. Sales Tax, ~~8.25%~~ 8.00% \$ 13,388.00

All other fees, if applicable \$ 90.50

BIDDER INFORMATION

VENDOR NAME: BUSWEST

ADDRESS: 21107 S. CHICO STREET

CITY CARSON, STATE CA, ZIP 90745

TELEPHONE (310) 984-3901

FACSIMILE (310) 984-3992

EMAIL ADDRESS jbernacchi@buswest.com

TERMS _____

AUTHORIZED REPRESENTATIVE:

 3-20-14
(Signature)

JAMES P. BERNACCHI
(Printed Name)

PRESIDENT
(Title)

All prices must be computed F.O.B. District Warehouse, Hemet, Ca., 92545. NO EXCEPTIONS.

(As specified in Bid Specifications and Instructions).

Said vendor hereby proposes and agrees to furnish and deliver according to terms, conditions, prices and specifications herein bid.

Attachment 4
(Bid Award Documents)



Dr. Barry L. Kayrell
Superintendent

Dr. LaFaye Platter
Deputy Superintendent

Dr. David Horton
Assistant Superintendent

Vince Christakos
Assistant Superintendent

**Professional Development
Service Center**

1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**

2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421

www.hemetusd.k12.ca.us

Governing Board
Paul Bakkom
Dr. Lisa DeForest
Marilyn Forst
Vic Scavarda
James Smith
Ross Valenzuela
Joe Wojcik

April 10, 2014

BUSWEST
21107 S. Chico Street
Carson, CA 90745
Attn: James Bernacchi

Subject: Award of Bid 2014/15-22814

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of April 08, 2014, the Governing Board approved the recommendation to award Hemet Unified School District bid number 2014/15-22814 for school buses to BusWest.

The award was for the 19+1 Type A Bus, 25 passenger bus and 79 passenger bus, to be purchased on an as needed basis, including all options. All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2015, and re-approval will be at the end of each fiscal year for a term up to five years.

Attached with this letter are all the necessary documents to share with other public agencies that may be interested in piggybacking off this bid for the purchase of the buses and options specified in the bid.

If you have any questions, you may contact me via telephone at 951-765-5100 X5600 or via email at drosales@hemetusd.k12.ca.us.

Sincerely,

Donald Rosales
Director of Purchasing & Contracts



Dr. Barry L. Kayrell
Superintendent

Dr. LaFaye Platter
Deputy Superintendent

Dr. David Horton
Assistant Superintendent

Vince Christakos
Assistant Superintendent

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Governing Board
Paul Bakkom
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Marilyn Forst
Vic Scavarda
James Smith
Ross Valenzuela
Joe Wojcik



Hemet Unified School District

Certification of Minutes

The Governing Board of the Hemet Unified School District of Riverside County met in Regular Session on the eighth day of April, 2014, at the Professional Development Service Center Board Room.

MEMBERS PRESENT:

Paul Bakkom
Marilyn Forst
Jim Smith
Ross Valenzuela
Joe Wojcik

MEMBER ABSENT:

Lisa DeForest
Vic Scavarda

MASTER MOTION #104-13-14 – CONSENT

M-28 Authorization to Accept Formal Bid for the Purchase of School Buses, on an As-Needed Basis, for the Transportation Department.

| | |
|---------------------|---|
| MEMBERS VOTING AYE: | 5 |
| MEMBERS VOTING NO: | 0 |
| MEMBERS ABSENT: | 2 |
| MEMBERS ABSTAINING: | 0 |

I hereby certify the foregoing to be a full, true and correct copy of Master Motion #104-13-14 by the Governing Board of the Hemet Unified School District at a Regular Meeting of the Board held at the Professional Development Service Center Board Room on April 8, 2014.



Dr. Barry L. Kayrell
Superintendent

Attachment 5
(Conditions of Bid)

Resolution No. _____
SF 778084v1

INSTRUCTIONS AND CONDITIOS - BID NUMBER 2014/15-22814

1. PREPARATION OF BIDS

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

2. BID PRICES

All prices bid must be brands indicated or approved equal. If bidding alternate brands, manufacturers, equipment, sizes, colors, or other specifications, indicate the alternate on the specification forms. Bid each item separately. Prices must be stated in the unit it is specified. In case of discrepancy between the unit price and the extended price, the unit price will be considered correct.

3. BIDDERS SECURITY

Each bid must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the District, drawn in favor of the District in an amount not less than ten percent (10%) of the total bid. **Bonds must be "A" rated or better, as reflected in "Best's Key Rating Guide."** All bond sureties must be admitted sureties licensed to do business in the State of California and must have a federal treasure listing in the Federal Register which equals or exceeds the bonding amount. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents. Such bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the bidder's bid and the amount for which the District may legally contract with another party to perform the said work, together with the cost to the District of redrafting, redrawing, and publishing documents and papers necessary to obtain new bids on the said work. **For this bid, bidder's security shall be based on a value of \$100,000.00.**

4. BID FORM

Bids shall be made on the blank forms prepared and provided by the Hemet Unified School District. Bids shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the Bid to execute contracts on behalf of the corporation

5. DEADLINE, BID SUBMITTAL

Bidders shall submit their bids by the "Bid Submittal Deadline". The "Bid Submittal Deadline", is shown on the Notice to Contractors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their bids on or before March 25, 2014, by the "Time Due". The "Time Due" is shown on the Notice to Contractors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

6. DISQUALIFICATION OF BIDDER

If there is reason to believe that collusion exists among the bidders, the Hemet Unified school District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested.

7. LATE BIDS

Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Purchasing Department before bid opening.

8. AWARD OF BID

Bid award will be made to the lowest responsible and responsive bidder. The low bidder will be determined by the lowest responsible bid for the Total Base Bid that complies with all the requirements and specifications prescribed in the bid/contract documents. The District reserves the right to award a contract on an individual site basis or a contract in whole. The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

9. BID ACCEPTANCE PERIOD

Unless otherwise specified herein, prices are firm for a period of ninety- (90) days.

10. BID WITHDRAWAL

A bidder may withdraw any bid he/she has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the Bid being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

11. BID PROTESTS

Bidders may file a bid protest with the Director of Purchasing before award of contract to any vendor. The bidder must include in their protest a detailed explanation of the protest, proof that such protest is valid, supporting documentation as to why the protest should be reviewed, and the action that the vendor feels should be taken. Bid protests must be received no later than five (5) calendar days after the bid opening. The District will review all documentation received from the vendor filing the protest and make a decision on the validity of the protest. The District's decision shall be final.

Any bidder submitting a Bid Proposal may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable) before 4 p.m. of the fifth business day following bid opening.
2. The initial protest document must contain a complete statement of any and all Basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any bid protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the district's Assistant Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The district's Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a bid award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.

7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the district's Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the district's intent to award the Contract, the district's disposition of any bid protest or the district's decision to reject all Bids.
8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

12. OPTIONS

There are optional items included with this bid. Vendors are required to include a price for the option and a minimum quantity, if necessary. It is mandatory that vendors must bid on the optional items listed. If your company does not provide a specific option, vendors are required to place an N/A in the box next to the item or provide an alternative product that meets or exceeds the specifications requested. It is the responsibility of the vendor to prove equivalency of the product.

13. EQUAL PRODUCTS

The use of a name or part numbers of a manufacturer, or any special brand or make, in describing a product does not restrict bidders to that manufacturer or specific product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands the District has specified. Bidders must note the product on their bids and provide sufficient evidence proving equivalency to the District. If a make, brand or manufacturer is not stated, it is understood that the specific product has been bid on. Each bidder must prove equivalency to the District by providing specifications, testing data, strength tests, engine tests etc. of their product. A brochure or letter does not satisfy proof of equivalency.

14. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District or its designee, satisfactory evidence showing the bidder's financial resources, the bidder's experience in performing the type of contract required by the District, the bidder's organization available for the performance of the contract, and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. QUESTIONS

All questions regarding specifications will be addressed to Mr. Michael Fogerty, Director of Transportation at 951-765-5100 X5801. All questions regarding the bid, documents, discrepancies, omissions, or interpretation shall be addressed to Mr. Donald Rosales, Director of Purchasing at 951-765-5100 X5600. No questions will be received after March 20, 2014.

16. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

17. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

18. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. Do not include or add Federal Excise Tax as the District is exempt.

19. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

20. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within Ninety (90) days after opening of same unless otherwise stipulated.

21. PATENTS, ETC.

The vendor shall hold the Hemet Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

22. CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all bid forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Bidder to examine the Contract Documents shall in no way relieve him from any obligations with respect to the bid or contract. The submission of a bid shall constitute an acknowledgment upon which the Hemet Unified School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

23 FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Hemet Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

24. BID SIGNATURES

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

25. REJECTION OF BIDS, WAIVER OF INFORMALITIES

The Hemet Unified School District reserves the right to reject any or all bids or any part of a bid and to waive any irregularities or informalities in the bid or bidding process.

26. REGISTRATION OF VEHICLES

All school buses shall be registered California Exempt in the name of the District. The vendor shall register all school buses at no additional charge to the District prior to delivery of the buses. If the buses are delivered to the District unregistered, the District reserves the right to not accept the school buses when delivered.

27. NON-COLLUSION AFFIDAVIT

Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the bid.

28. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

29. SELL OR ASSIGN

The successful bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Hemet Unified School District.

30. DELIVERY

Actual delivery of the school buses shall be coordinated with the District or contractor designated by the District but shall not exceed six (6) months unless negotiated with the bus vendor. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Give careful attention to Delivery Dates included in the Specifications or Bid Sheets. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There will be no additional charge for delivery of the school bus or buses to the District.

31. PAYMENT

Prompt payment for equipment may be requested after actual delivery of goods to the required destination. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

32. STANDARD COMMERCIAL USE (Products Only)

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

33. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

34. CASH DISCOUNTS

If a bidder offers a cash discount (term of payment) of thirty (30) days or more, it may be considered in determining the low net bid for the purpose of making award, but not guaranteed as a basis for award, and such discount will be deducted from the final payment if the term of payment is met. Cash discounts of less than thirty (30) days will not be used in determining low net bid in making award. A discount of 10th Prox, is not considered equal to thirty (30) days.

35. PRICING - TERM OF CONTRACT

Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor during that year per Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District. In the event of a general price increase or change to options offered, the bus vendor must notify the District in writing of the increases and changes. For price increases, the bus vendor must provide manufacturer documentation of such increases. The District will only approve the price increases and option changes upon award of such changes by the District's Governing Board. The initial term of this agreement will be for one (1) year, but may be extended an additional four (4) providing approval of such extension by the District's Governing Board. All terms of the agreement will remain in force for the duration of the agreement.

36. TERMINATION

The District may terminate this contract at any time for any reason with 30 days notice to the vendor. Because the Hemet Unified School District terminates the contract, this does not preclude the vendor from meeting obligations to another school district that has entered into a contract with the vendor utilizing the piggyback clause.

Attachment 6
(Purchase Order)

Resolution No. _____
SF 778084v1

VENDOR

Purchase Order

Form No. 502-083

DATE ISSUED
03/13/2015
BUYER
Caryso, Mary - Culver City USD
BUYER PHONE NUMBER
310-842-4220 EXT. 4357
FROM

ACCT PAYABLE PHONE NO.
310 842-4220 EXT. 4370
BUYER FAX NO
310 842-4322
REQUESTOR NAME

BID/QUOTE/CONTRACT NO
VENDOR NO
0000015963
PO TERMS
Net 30 Days

QUOTE BY
VENDOR PHONE NO
800-458-9199
WAREHOUSE INSTRUCTIONS (DELIVER TO)
Business Services

DELIVERY HOURS
7:30 AM - 4:30 PM (Mon.-Fri.)
VENDOR FAX NO
310-984-3996
SHIP VIA
UPS

DUE DATE
03/13/2015
FOB
DES

THIS PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE : P.O.# **64668** Page: 1

CULVER CITY UNIFIED SD
4034 Irving Place
Culver City CA 90232-2848

TO
BUS WEST
21107 S. CHICO STREET
CARSON CA 90745

SHIP TO
Maintenance/Operations/Trans.
11102 Lucerne Ave.
Culver City CA 90230
DISTRICT NO
64444
FISCAL YEAR
14-15

LINE/SCHD ITEM DESCRIPTION QTY UNIT COST EXTENSION

| | | | | | |
|-------|---|------|----|------------|------------|
| 1 - 1 | 82 PASSENGER SCHOOL BUS PER ATTACHED SPECIFICATIONS: CHASSIS MAKE: THOMAS, MODEL: CHSY, MODEL YEAR: 2016, WHEELBASE: 277", ENGINE: CUMMINS ISL, HORSEPOWER: 300, BODY MAKE: THOMAS, BODY MODEL: SAF-T-LINER HDX, CAPACITY: 82, TRANSMISSION: ALLISON 3000 PTS | 2.00 | EA | 153,916.00 | 307,832.00 |
| 2 - 1 | DOC FEE | 2.00 | EA | 65.00 | 130.00 |
| 3 - 1 | CA TIRE TAX: \$1.75 PER TIRE (6 TIRES PER BUS) | 2.00 | EA | 10.50 | 21.00 |
| 4 - 1 | AIRCONDITIONING: SPHEROS INTEGRATED ROOFTOP DUCTED SYSTEM WITH LOW PROFILE DUCTING | 2.00 | EA | 21,857.00 | 43,714.00 |

PIGGYBACK OF BID #2014/15-22814 AWARDED TO BUSWEST BY HEMET UNIFIED SCHOOL DISTRICT ON APRIL 8, 2014.

DELIVERY DATE: JULY 15, 2015
ENGINE SERIAL NUMBERS: 73796379 & 73796376
BOTH ENGINE MODEL YEARS: 2015 (BUILD DATE: 16 JAN 2015)
CULVER CITY USD PHONE NUMBER: (310) 842-4220
SEE ATTACHED QUOTE NO.: SB3136-37
MODEL PROFILE: SAF-T-LINER HDX 141YS
CUSTOMER ORDER NO.: SBFH 03291

CONTACT: MIKE REYNOLDS, ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

Purchase Order

Form No. 502-083

| | | | | | | | | | | | |
|--|--|--|--|--------------------------|--|--|--|--|--|------------------------|--|
| DATE ISSUED 03/13/2015 | | ACCT PAYABLE PHONE NO. 310 842-4220 EXT. 4370 | | BID/QUOTE/CONTRACT NO. | | QUOTE BY | | DELIVERY HOURS 7:30 AM - 4:30 PM (Mon.-Fri.) | | DUE DATE 03/13/2015 | |
| BUYER Caruso, Mary - Culver City USD | | BUYER FAX NO. 310 842-4322 | | VENDOR NO. 0000015963 | | VENDOR PHONE NO. 800-458-2199 | | VENDOR FAX NO. 310-984-3996 | | SHIP VIA UPS | |
| BUYER PHONE NUMBER 310 842-4220 EXT. 4357 | | REQUESTOR NAME | | PO TERMS Net 30 Days | | WAREHOUSE INSTRUCTIONS (DELIVER TO) Business Services | | SHIP TO Maintenance/Operations/Trans. 11102 Lucerne Ave. Culver City CA 90230 | | FOB DES | |

CULVER CITY UNIFIED SD
4034 Irving Place
Culver City CA 90232-2848

BUS WEST
21107 S. CHICO STREET
CARSON CA 90745

| LINE/SCHD | ITEM DESCRIPTION | QTY | UNIT | COST | EXTENSION |
|-----------|------------------|-----|------|------|-----------|
|-----------|------------------|-----|------|------|-----------|

BUSINESS SVCS/GENL ADMIN/MOT - PURCHASE REQUISITION #51842, DATED 3/12/2015

Sub Total 351,697.00
Total Tax Amount 33,409.22
Total Frt Amount 0.00
Total PO Amount 385,106.22

01.0 -00000.0-00000-36000-6560-0005041 -RQ: \$ 380,953.39

Mary Caruso
AUTHORIZED APPROVAL SIGNATURE

BUSWEST

Bid Form

March 26, 2015

Honorable Board of Trustees
 Culver City Unified School District
 11102 Lucerne
 Culver City, CA 90230

BusWest respectfully submits for your consideration our bid to supply 2 complete 82 passenger school buses as follows:

| | | |
|---------------------------------------|-------------------------------|-------------------------|
| Chassis Make: Thomas | Model: CHSY | Model Year: 2016 |
| Wheelbase: 277" | Engine: Cummins ISL | Horsepower: 300 |
| Body Make: Thomas | Model: Saf-T-Liner HDX | Capacity: 82 |
| Transmission: Allison 3000 PTS | | |

Hemet Unified School District Piggyback - Saf-T-Liner HDX Bid Price \$ **167,270.00**

| Option # | Option Description | Option Price |
|----------|--|-------------------|
| 10 | 300 hp | (25,340.00) |
| 17 | 125" luggage compartment | 4,170.00 |
| 23 | Solenoid-operated air drains | 933.00 |
| 32 | Exhaust brake | 391.00 |
| 33 | Strobe light | 469.00 |
| 41 | 270 amp alternator | 1,708.00 |
| 44 | Add 39" 3-point restraint seat | 1,095.00 |
| 56 | 100 gallon fuel tank | 1,500.00 |
| 70 | 112 db back-up alarm | 78.00 |
| 71 | Cruise control | 313.00 |
| 87 | Rear air ride 2-bag suspension | 8,548.00 |
| 93 | Cost plus 20% on any additional items - A/C rooftop system | 21,857.00 |
| | Sub Total | 182,992.00 |

Culver City Unified School Discount (7,219.00)

| | | |
|---------------------------|-----------|-------------------|
| Sales Price: | \$ | 175,773.00 |
| Doc Fee: | \$ | 65.00 |
| Total Sales Price: | \$ | 175,838.00 |
| Tax Exempt: | | |
| Taxable: | \$ | 175,838.00 |
| Sales Tax: | \$ | 16,704.61 |
| Tire Tax: | \$ | 10.50 |
| Total: | \$ | 192,553.11 |

**AGREEMENT
INCORPORATING PIGGYBACK BID AWARD
FOR SCHOOL BUS**

This Agreement ("**Agreement**") is entered into between the **Culver City Unified School District** ("**District**") and **BusWest, LLC** ("**BusWest**") (collectively referred to as "**Parties**") in order to incorporate a piggyback bid award for purchase of school buses as follows:

RECITALS

WHEREAS, the District wishes to purchase two new school buses ("**Equipment**") from BusWest in a cost-effective manner; and

WHEREAS, Hemet Unified School District ("**Hemet USD**") issued a Notice to Vendors Calling for Bids, Bid #2014/15-22814, ("**Notice for Bids**") for sealed bids for the award of school buses on an as needed basis, as advertised in The Press-Enterprise newspaper of general circulation of the County of Riverside during the weeks of March 4 and 11, 2014 ("**Proof of Publication**"), and which Notice for Bids and Proof of Publication are attached hereto as **EXHIBITS "A"** and "**B**"; and

WHEREAS, BusWest submitted its bid proposal with supporting documentation, including the base bid, equipment specifications, and approved optional items ("**Equipment Specifications and Pricing**"), and which Equipment Specifications and Pricing is attached hereto as **EXHIBIT "C"**; and

WHEREAS, Hemet USD awarded the bid to BusWest as evidenced by the Certification of Minutes, dated April 8, 2014, and District's correspondence to BusWest, dated April 10, 2014, (collectively "**Bid Award Documents**") and which Bid Award Documents are attached hereto as **EXHIBIT "D"**; and

WHEREAS, BusWest was awarded the contract based upon certain criteria as detailed in the Instructions and Conditions [sic] - Bid Number 2014/15-22814 ("**Conditions of Bid**") and said Conditions of Bid are attached hereto as **EXHIBIT "E"**; and

WHEREAS, pursuant to the Bid Award Documents and Conditions of Bid, the current term of the award expires on June 30, 2015 and re-approval will be at the end of each fiscal year for a term of up to five years; and

WHEREAS, Section 20118 of the Public Contract Code provides that, notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize the lease or purchase of personal property directly from a vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to a public corporation or agency under an existing contract between the public corporation or agency and a vendor for the lease or purchase of the personal property; and

WHEREAS, Paragraph 38 of the Conditions of Bid reflects that BusWest accepted the piggyback option for its bid permitting the District to purchase identical items at the same price and upon the same terms and conditions as provided in the Equipment Specifications and Pricing and pursuant to Section 20118 of the Public Contract Code; and

WHEREAS, the District has determined that it is in its best interests to purchase the Equipment from BusWest by piggybacking on the bid proposal awarded to BusWest by Hemet USD; and

WHEREAS, BusWest wishes to provide the District with the Equipment pursuant to the terms of its bid proposal and Equipment Specifications and Pricing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the Parties agree to the following:

TERMS AND CONDITIONS

- 1.** The Equipment and sales price are identified on the Purchase Order (P.O. #64668), with an issue date of March 13, 2015, with a total cost of Three Hundred Eighty-Five Thousand, One Hundred Six and 22/100 Dollars (\$385,106.22) ("**Total PO Amount**"), and itemized on the BusWest Bid Form to the District, dated March 26, 2015, (Purchase Order and Bid Form collectively referred to as "**Purchase Order**") and which Purchase Order is attached hereto as **EXHIBIT "F"**.
- 2.** This Agreement fully incorporates by this reference the following documents:
 - 2.1.** Notice for Bids;
 - 2.2.** Proof of Publication;
 - 2.3.** Equipment Specifications and Pricing;
 - 2.4.** Bid Award Documents;
 - 2.5.** Conditions of Bid; and
 - 2.6.** Purchase Order.
- 3.** To the extent any term or condition of this Agreement is inconsistent with the Equipment Specifications and Pricing, the Equipment Specifications and Pricing shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Agreement which shall control over all other contradictory provisions.
- 4.** BusWest hereby acknowledges and certifies that the Total PO Amount and the terms and prices indicated in this Agreement and in the referenced documents are the terms and prices indicated and/or authorized by the bid award from Hemet USD.
- 5.** The Parties acknowledge that each has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.
- 6.** This Agreement and the attached documentation constitute the entire Agreement between the District and BusWest. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by both Parties.

7. Each Party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.

8. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Los Angeles County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Piggyback Contract.

9. Exhibits "A" through "F" are hereby incorporated into this Agreement by this reference.

10. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.

11. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

This Agreement is ACCEPTED AND AGREED by the Parties on the dates indicated below:

District:

BusWest:

Culver City Unified School District

BusWest, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____, 2015

Dated: _____, 2015

[Exhibits "A" - "F" Attached on Following Pages.]

BOARD REPORT

**4/14/15
14.3i**

14.3i Approve Agreement with Signature Systems Group, LLC for the Rental of Protective Tiles for Chabola Stadium Artificial Turf

At this time, we need to approve the agreement with Signature Systems Group, LLC for the rental of the high quality protective tiles for the stadium's artificial turf field during graduation ceremonies.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Signature Systems Group, LLC.

Moved by:

Seconded by:

Vote:

EQUIPMENT RENTAL AGREEMENT
(Quote Number 20018134)

This EQUIPMENT RENTAL AGREEMENT is made and entered into on this 20th day of March, 2015, ("Effective Date") between SIGNATURE SYSTEMS GROUP, LLC, a Delaware limited liability company, ("Signature") and CULVER CITY UNIFIED SCHOOL DISTRICT, a public school district of the State of California ("District"). Signature and District are collectively referred to as "Parties" in this Agreement.

1. Product Description and Price Quotes.

Signature hereby leases to District and District hereby rents from Signature the following products ("Products") with the following price quotes:

| Product | Product Description | Additional Information | Quantity | Sales Price | Total Price |
|------------|---|--|----------|--------------|--------------|
| RS-EDU2 | RS-EventDeck Ultra 2 - w/closed surface - 1' x 2' | Based on 14,750sq/ft (7,375 panels) Dark Gray Color | 7,375.00 | USD 1.00 | USD 7,375.00 |
| RS-EDU-FE | RS-EventDeck Ultra - Female Edge Piece | Black Color | 350.00 | USD 1.00 | USD 350.00 |
| RS-EDU-ME | RS-EventDeck Ultra - Male Edge Piece | Black Color | 350.00 | USD 1.00 | USD 350.00 |
| RS-EDU XPN | RS-ED Ultra XTENDIT plastic barricade | (3) Sets of 66ft Long for Chair Area | 198.00 | USD 1.00 | USD 198.00 |
| OTHER | Sports Flooring Items | Labor for installation and strike | 1.00 | USD 2,000.00 | USD 2,000.00 |
| FREIGHT | Freight Charges | Roundtrip Freight | 1.00 | USD 1,000.00 | USD 1,000.00 |

Subtotal

Total Sales Tax Grand Total

USD 11,273.00

USD 1,070.94

USD 12,343.94

2. Pertinent Dates.

- 2.1** This Agreement shall be effective as of the Effective Date.
- 2.2** Delivery Date shall be: June 5th, 2015.
- 2.3** Setup Date shall be: June 5th, 2015 by 3:00 pm.
- 2.4** Take Down and Pickup Date shall be: June 15th, 2015 by 3:00 pm.

2.5 The Parties may mutually agree to modify these dates as needed.

2.6 The Term of this Agreement shall commence as of the Effective Date and expire at the Pickup Date at the time as indicated.

3. Pertinent Information Regarding Delivery.

3.1 Delivery Address ("Delivery Site") is: 11102 Lucerne Avenue, Culver City, CA 90230.

3.2 The District will provide a forklift and operator for use in off-loading the truck.

3.3 District staff will be responsible for instructing Signature's assigned installation crew and/or properly mark and designate the Delivery Site on which the Products will be installed.

3.4 Contact person for the Delivery Date at the Delivery Site is Mike Reynolds (contact information provided below.)

4. Permitted Use of Products.

District shall use the Products for the ordinary purposes for which they are designed.

5. Indemnification and Insurance.

5.1 Indemnification. To the furthest extent permitted by California law, Signature shall, at its sole expense, defend, indemnify, and hold harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions ("claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the Products or Signature's performance of the Agreement or from any activity, services, or thing done, permitted, or suffered by Signature under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reasonably reject any legal representation that Signature proposes to defend the indemnified parties.

5.2 Insurance. Signature shall procure and maintain at all times during the Term of this Agreement the following insurance:

(a) **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Agreement by Signature.

5.3 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Signature; instruments of service and completed operations of the Signature; premises owned, occupied or used by the Signature; or automobiles owned, leased, hired or borrowed by the Signature. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

(b) For any claims related to this Agreement, Signature's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Signature's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

(d) Signature's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District.

(f) Signature shall furnish District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District as of the Effective Date.

(g) Signature hereby agrees that it shall indemnify the District for any and all loss of or damage to the Products during the Term of this Agreement whether caused by fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by the District's gross negligence or willful misconduct.

6. Fingerprinting of Signature Employees.

The Fingerprinting/Criminal Background Investigation Certification (form attached) must be completed and incorporated to this Agreement prior to any of Signature's employees accessing the Delivery Site pursuant to the terms of this Agreement and/or the Delivery Date.

7. Signature's Title.

Signature covenants that it is the owner of the Products and that no other person, party, firm or corporation has any right, title or interest in or to the Products and that during the Term of the Agreement, Signature will not sell or lease the Products or any interest therein except to District's rights pursuant to this Agreement.

8. Termination of Agreement.

This Agreement may be terminated by the District upon ten (10) days' written notice to Signature without penalty to the District.

9. Notices.

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

If to District:

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
ATTN: Mike Reynolds, Asst. Superintendent,
Business Services
Tel: (310) 842-4220 ext. 4226
Fax: (310) 842-4322
Email: mikereynolds@ccusd.org

If to Signature:

Signature Systems Group, LLC
13707 Marquardt Avenue
Santa Fe Springs, CA 90670
ATTN: Daniel Oblath, Sr. Sales Associate
(West Coast Division)
Tel (212) 518-6414
Fax: (562) 944-9520
Email: doblath@signaturefencing.com

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

10. Assignment.

The obligations of Signature pursuant to this Agreement shall not be assigned by Signature, *without consent from Culver City Unified School District, which will not be unreasonably withheld.*

11. Compliance with Laws.

Signature shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. If Signature performs any part of this Agreement in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Signature shall bear all costs arising therefrom.

12. Permits/Licenses.

Signature and its employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the Products and services pursuant to this Agreement.

13. Safety and Security.

Signature is responsible for maintaining safety in the performance of this Agreement. Signature shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Limitation of District Liability.

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

15. Integration/Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's governing board.

16. California Law.

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

17. Attorney Fees/Costs.

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

18. Waiver.

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

19. Severability.

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

20. Counterparts.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date first above written.

Culver City Unified School District:

Mike Reynolds
Asst. Superintendent, Business Services

Signature Systems Group, LLC:

Daniel Shear — *with change made to Section 10*

Daniel ~~Obath~~ *Shear*
~~Gr. Sales Associate (West Coast Division)~~
CFO

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Equipment Rental Agreement between District and Signature.

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

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

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

Date: _____

Signature: _____

Print Name: _____

Title: _____



GENERAL RENTAL TERMS & CONDITIONS

These rental terms and conditions must be agreed to in connection with your intent to use Signature rental products. This quotation is based on availability at the time of booking and pricing is valid for 30 days from the date of issuance. To confirm your order, please submit the following items to our office:

- 1) Signed and dated copy of these rental terms and conditions.
- 2) Signed and dated copy of this quotation AND Rental Contract.
- 3) Security deposit.
- 4) Prepayment of rental order.
- 5) A signed a dated credit application and personal guarantee form (if applicable).

Prepayments and security deposits can be made in the form of company check, ACH or Rental- T&Cs wire transfer AND must be received by Signature Systems Group, LLC prior to shipping out the rental products.

CANCELLATION POLICY

Signature Systems Group, LLC reserves the right to charge a cancellation fee of the greater of \$500 or 10% of the invoice price for any rental order cancelled any time before the week prior to shipment/pickup. Cancellations made less than one (1) week in advance of the scheduled shipment date or customer's scheduled pick up date will incur a 25% (of the invoice price) cancellation fee. Cancellations made once items are loaded on the truck will incur a 50% (of the invoice price) restock / cancellation fee.

CUSTOMER / RENTER RESPONSIBILITIES

It is the customer/renter's responsibility to instruct the assigned installation crew and/or properly mark and designate the area on which the flooring / fencing will be installed. Delivery times are based on discussion between the customer and Signature Systems Group, LLC and are indicated on this rental quotation. Deliveries are scheduled and trucks are loaded days before the delivery date. Any last minute changes or additions to the agreed upon delivery schedule are subject to additional charges. If Signature Systems Group, LLC is providing the labor for the job an authorized representative will be on-site for delivery of the product unless otherwise agreed upon. If Signature Systems Group, LLC is not providing labor and the customer is not available for loading or unloading at the designated time of delivery or pick up additional charges may apply.

Please take a moment to review your order

- _____ Delivery/Pickup and return dates
- _____ Delivery Address
- _____ Contact Information
- _____ Rented Items

THIS ORDER WILL NOT BE PROCESSED UNTIL ALL SIGNED DOCUMENTS ARE RECEIVED VIA FAX (212-953-1117) OR ELECTRONIC DELIVERY (EMAIL).

ACCEPTANCE

I/We hereby authorize Signature Systems Group, LLC to provide rental equipment and services for our event as per this quotation and these general rental terms and conditions.
Customer / Renter Signature:

Date: _____

Customer/ Renter Name: _____

Rental Quotation/Contract Number: _____

THIS DOCUMENT IS YOUR RENTAL CONTRACT

You should familiarize yourself with its details so there will be no misunderstandings as to each party's obligations. The terms "renter" and "customer" refer to the person and/or company who signs this rental contract (or is obligated under its terms thereof).

The renter/customer, identified by his/her signature acknowledges and agrees to the following:

1. The renter is responsible for the above mentioned property from the time it is picked up or delivered until the time it is returned to Signature Systems Group, LLC. If the property is lost, stolen, or damaged under any circumstances, regardless of fault, while in the possession of the renter, the renter will be responsible for all charges including labor costs necessary to repair or replace the property of Signature Systems Group, LLC. Rental charges can not be applied against the purchase or cost of repair of damaged or lost property.
2. Proper installation instruction has been provided (where applicable) and the renter further acknowledges that they will use the rented equipment as intended by the manufacturer.
3. That the property rented to the renter by Signature Systems Group, LLC is to be used at the designated address and for the stated period of time as written in this contract. Subleasing of rental equipment is prohibited. Any changes must have the written consent of Signature Systems Group, LLC, along with modified terms and conditions. An addendum must be made to the original contract and signed by an authorized individual from both parties.
4. Payment terms of this rental agreement will be specified herein. If payment is not made in accordance with this agreement Signature Systems Group, LLC reserves the right to remove all rental equipment listed in this contract, immediately upon failure to pay.
5. Renter shall not remove, alter, disfigure, or cover up (other than with the use of carpet) any numbering, lettering, or insignia displayed upon the equipment, and shall at his/her own expense maintain the equipment in good repair and operative condition and return it in such condition to the Lesser, ordinary wear and tear resulting from proper use thereof alone expected.
6. On rentals where Signature Systems Group, LLC does not provide labor, product must be returned broom swept and free of any substances such as mud and food prior to being returned. A cleaning charge will apply for rentals returned dirty.
7. Permits: It is the responsibility of the renter to check with appropriate authorities prior to installation date to confirm permit requirements (if any). We will assist in any way possible but permits and clearances are the responsibility of the renter.
8. Access: Appropriate access must be provided for deliveries and installation.
9. Damages and Damage Waiver: Signature Systems Group, LLC does its best to protect your property and surfaces during the delivery, installation, and removal processes, but Rental-Contract does not guarantee turf, and other surfaces against damage. Renter agrees to release Signature Systems Group, LLC of any liability for any damage to any property due to delivery, installation, and removal of equipment at the job site.

Customer Signature:

Date:

Customer Name:

BOARD REPORT

**4/14/15
14.3j**

14.3j Approve Agreement with Southland Industries

At this time, we need to approve the agreement with Southland Industries for the site survey of El Marino Language School in preparation of the installation of classroom air mitigation systems during the coming summer break.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Southland Industries.

Moved by:

Seconded by:

Vote:

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES is made and entered into this 20th day of March, 2015, ("Contract") by and between SOUTHLAND INDUSTRIES ("Contractor") and CULVER CITY UNIFIED SCHOOL DISTRICT ("District").

1. The Contractor shall furnish to the District on a documented time and materials basis and for a total price Not To Exceed Twenty Five Thousand Dollars (\$25,000.00) ("Contract Price") the services provided in the scope of work as set forth in the attached **Exhibit A** ("Work").
2. Contractor shall perform the Work at El Marino Language School ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within forty-five (45) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, if any, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars (\$100) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. The Contract Documents include only the following documents, as indicated:

| | |
|---|---|
| <input type="checkbox"/> Notice to Bidders | <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Instructions to Bidders | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Designated Subcontractors List | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit A ("Scope of Work") |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input checked="" type="checkbox"/> Terms and Conditions to Contract |
| <input type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> _____ [Other] |
| <input type="checkbox"/> Tobacco-Free Environment Certification | |
6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions to Contract and the District has issued a Notice to Proceed.

7. Payment for the Work shall be made in accordance with the Terms and Conditions to Contract.
8. The project manager on the Project is Charles Wren ("Project Manager"), and the project inspector on the Project is Roy Otsuka ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No Work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of the Work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Mike Reynolds of the Business Services Division of the District.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or electronic mail, addressed as follows:

If to District:

Culver City Unified School District
 4034 Irving Place
 Culver City, CA 90232
 Attn: Mike Reynolds, Asst. Superintendent,
 Business Services
 Tel: (310) 842-4220 ext. 4226
 Fax: (310) 842-4322
 Email: mikereynolds@ccusd.org

If to Contractor:

Southland Industries
 7390 Lincoln Way
 Garden Grove, CA 92841
 Attn: David Dopudja
 Contract Executive
 Tel: (714) 901-5800
 Fax: (714) 901-5811

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

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions to Contract attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions to Contract.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the dates indicated below:

Dated: _____, 2015

Dated: _____, 2015

Culver City Unified School District

Southland Industries

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Registration No.: _____

Fax: _____

Address: _____

E-Mail: _____

Telephone: _____

Fax: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or
Social Security Number

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

EXHIBIT A – SCOPE OF WORK

Southland Industries is pleased to submit the following Not to Exceed GMP proposal for a field survey.

Scope of Study

The following survey studies will be done for the each classroom.

- a) Survey work will be done during regular business hours from 7:00 a.m. to 4:00 p.m, Monday through Friday, excluding holidays. No premium time costs are included.
- b) Time & Material tickets will be filled out daily for all personnel working on the project, whether in the field or in the office.
- c) Survey will begin approximately March 23, 2015 and end April 3 2015.
- d) Baseline decibel sound readings will be taken for each classroom.
 - i) \$2,000
- e) Field measurements of existing conditions will be taken at each classrooms cabinet, furnace and windows and provide field documents for the purpose of developing future engineering and construction document similar to the prototype unit configuration. Proposal to provide engineering and construction documents to be provided at a later date after field survey. Consisting of (2) Foreman surveying and support from an engineer and project manager.
 - i) \$19,000
- f) Photographic documentation of existing conditions for each classroom.
 - i) \$2,000
- g) Copies of all documentation generated shall be copied to owner.
 - i) \$2,000

Total Not to Exceed GMP Survey Services \$25,000.00

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **INTERPRETATION OF CONTRACT DOCUMENTS:** Should any question arise concerning the intent or meaning of Contract Documents, the question shall be submitted to the Assistant Superintendent, Business Services, for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Contract (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
5. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all permits, licenses, and registration as are required by law, in connection with the furnishing of materials, supplies, or Work herein listed.
6. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
7. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the Work at least forty-eight (48) hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
8. **LABOR, MATERIALS, AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the Work to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
9. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor and Contractor's Surety, if applicable, shall promptly take all action necessary to cause any lien or a claim to be released. If the Contractor fails to satisfactory evidence that a lien or a claim has been released, discharged, or secured within ten (10) calendar days after demand by the District, the District may discharge such indebtedness and deduct any and all losses, costs, damages, and attorney's fees and expense incurred from any sum payable to Contractor under the Contract.
10. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well

as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material.

11. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Work of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
12. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship. A supervisor shall be on site at all times.
13. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors, including enforcement of the District's "NO SMOKING" policy at all sites, and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
14. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
15. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
16. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when Work is not actually being performed and shall be maintained in a reasonably clean condition.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
18. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
19. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any Work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
20. **ACCESS TO WORK:** District representatives, Program Manager, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
22. **PAYMENT:** Upon completion of the Work, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Work performed under the Contract as of the date of submission ("Application for Payment"). Applications for payment shall be submitted to: Culver City Unified School District, Attn: Accounting Department, 4034 Irving Place, Culver City, CA 90232. Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Program Manager and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled Contract Time; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
23. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order approved by the Governing Board and executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
24. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its governing board member, agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
25. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material)

Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

26. CONTRACTOR'S INSURANCE:

27.1 The Contractor shall procure and maintain at all times it performs any portion of the Work the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage | Minimum Requirement |
|---|----------------------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate | \$ 5,000,000 \$ 5,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | \$ 1,000,000 \$ 2,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

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

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

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

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

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

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

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

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

27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located or date of final payment by the District, whichever is later. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Work performed in connection with this Contract.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** The Contractor and its subcontractors shall comply with all applicable provisions of the Labor Code, Division 2, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District's Purchasing Office. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 34.1 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers using the Public Works Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner.
- 34.2 **Labor Compliance:** Contractor and its subcontractors shall perform the Work of the Project while complying with all the applicable regulations, including Section 16000, et seq., of Title 8 of the California Code of Regulations and are subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to

comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, titles, and interest in and to all causes of action they may have under Section 15 of the Clayton Act (15 U.S.C. commencing with Section 12) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Work, or materials pursuant to the Contract or a subcontract. This assignment shall be made and becomes effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **PRESERVATION OF RECORDS:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
35. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104 et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
36. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
37. **TERMINATION:** If Contractor fails to perform the Work and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and Work performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent

(5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. The District will not pay for any work, except for demobilization, undertaken after the date of receipt of any notice of termination or five (5) days after the date of the notice, whichever is sooner. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

38. **BANKRUPTCY:** In the event that Contractor ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then the District shall have the right to terminate the Contractor's right to perform the Work. The Contractor shall notify the District within ten (10) days of a bankruptcy petition under the Federal Bankruptcy Act being filed.
39. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
40. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
41. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
42. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District administration office is located.
43. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
44. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
45. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
46. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, term or provision will be deemed not to be a part of this Contract.
47. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
48. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with forty-eight (48) hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project Site.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

BOARD REPORT

**4/14/15
14.3k**

14.3k Approve Agreement with School Services of California, Inc.

At this time, we need to approve the annual agreement with School Services of California, Inc. to provide current information regarding California school regulations and general information on an ongoing basis.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with School Services.

Moved by:

Seconded by:

Vote:

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **CULVER CITY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of April 1, 2015.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

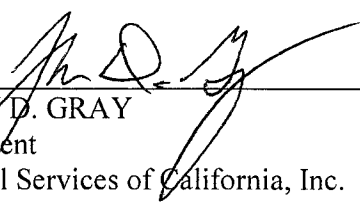
1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; or, major customized research projects or studies
 - e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$2,580 annually, plus expenses, or payable at \$215 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning April 1, 2015, and terminating March 31, 2016. This Agreement may be terminated prior to March 31, 2016 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while 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 Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____
Culver City Unified School District

DATE: _____

BY:  _____
JOHN D. GRAY
President
School Services of California, Inc.

DATE: February 23, 2015

BOARD REPORT

**4/14/15
14.31**

14.31 Approve Agreement with Causey Demgen & Moore P.C.

At this time, we need to approve the agreement with Causey Demgen & Moore P.C. to provide the arbitrage study related to the refinancing of Measure T bonds in 2005.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with Causey Demgen & Moore P.C.

Moved by:

Seconded by:

Vote:

PROPOSAL TO PROVIDE
ARBITRAGE REBATE SERVICES TO
CULVER CITY UNIFIED SCHOOL DISTRICT

Presented By
Causey Demgen & Moore P.C.
March 4, 2015

March 4, 2015

Mr. Mike Reynolds
Assistant Superintendent, Business Services
Culver City Unified School District
4034 Irving Place
Culver City, CA 90232

Dear Mr. Reynolds:

Causey Demgen & Moore P.C. (herein referred to as "Causey") is pleased to submit this proposal to provide calculations of the arbitrage rebate liability, if any, associated with the \$38,230,000 Revenue Bonds, Series 2005 (Culver City Unified School District General Obligation Bond Program), (herein referred to as the "Bonds") issued by Culver City School Facilities Financing District (herein referred to as the "District") on behalf of the Culver City Unified School District (herein referred to as the "District") for the period from delivery to the various IRS computation dates (herein referred to as the "Computation Periods") beginning with the Initial IRS date ending November 16, 2010 and the Second IRS date ending November 16, 2015.

OBJECTIVES AND SCOPE

The objective of our engagement will be to provide a comprehensive arbitrage rebate report including firm opinion, bond yield calculation, analysis and summarization of investment activity, and the determination of the amount of rebatable arbitrage, if any, owed by the District to the U.S. Department of the Treasury associated with the Bonds. The engagement will be performed using records provided to us by the District and/or the Indenture Trustee for the Bonds. Inasmuch as we will be relying on records which we will not audit, we do not take responsibility for finding or reporting on any irregularities which might result if the records provided are incomplete or inaccurate.

APPROACH

Our arbitrage rebate calculation services will include an annual issuance of a comprehensive detailed *Formal Arbitrage Rebate or Yield Restriction Report* (herein referred to as a "Formal Report") to the District, summarizing our procedures and findings for the various Computation Periods and will encompass the following:

- Reviewing pertinent documentation including the Arbitrage Certificate, the Official Statement, the Verification report, if any, trust indenture, if any, IRS Form 8038-G and any other relevant documents related to the Bonds.
- Calculate the yield on the Bonds.
- Analyze the statements, from the collection of data obtained from trustees or banks, for each fund and account to allocate deposits, transfers, interest earnings, and cash disbursements between purpose and non-purpose investments taking into account any transferred proceeds and/or commingled funds.
- Review the particular circumstances of the issue to determine which, if any, of the statutory arbitrage rebate exemptions apply (such as the bona fide debt service fund exemption, small issuer exemption, six-month expenditure exemption and two-year spend-down exemption).
- Coordinate with bond counsel on issues requiring a legal opinion or interpretation.
- Calculate of the required arbitrage rebate amounts, by fund, for the calculation period.
- Analyze the various yield restriction rules and calculation of any necessary yield reduction payments due to the Internal Revenue Service.
- Determine the amount of interest and penalties due, if any, associated with late filings as required by the regulations.
- Complete Internal Revenue Service Form 8038-T in the event amounts are owed, or Internal Revenue Service Form 8038-R in the event of a refund of prior payments.
- Assist the District as necessary in the event of an IRS audit relating to the arbitrage rebate calculations.
- Provide assistance and consultation as necessary to retain records and documentation at least six years after the Bonds final maturity.
- Provide any other necessary calculations/reports and assistance related to arbitrage rebate compliance services for the Bonds.

We do not take responsibility for interpreting the regulations with respect to the excludability from rebate consideration of certain funds or transactions. When an interpretation is required, we rely on bond counsel's opinion.

INFORMATION REQUIRED FOR A FORMAL REPORT

- ♦ Official Statement
- ♦ Arbitrage certificate
- ♦ Trust Indenture
- ♦ IRS Form 8038-G
- ♦ A listing of funds and accounts
- ♦ Transaction summary reports for all funds from the date of issuance through and including the Computation Periods.

TIMING AND FEES

We are prepared to start our engagement upon receipt of written approval of this proposal, and anticipate that this engagement will be completed with timely receipt of the necessary information.

For this engagement our fee allocable to each of the various bonds will be a function of the scope of work required to complete each engagement. Our estimated fee schedule will be as follows:

- Our fee for the Computation Periods will be \$3,800.00 to \$4,250.00.

Although we do not anticipate it, to the extent our actual fees differ from this estimate, we will discuss the reasons for such divergence with the District and negotiate the appropriate revision to our fees (for example if a transferred proceeds analysis, multipurpose allocation analysis, or an allocation of comingled fund analysis is required).

This fee does not include any fees or expenses for any services or opinions required from Bond Counsel. To the extent that such services or opinions are required, the District will be responsible for the related legal fees; however, we will obtain your approval of Bond Counsel and related fees prior to authorizing such work. It is our practice to submit our invoice at the completion of each computation, with payment due thirty (30) days from the invoice date.

Unless an unusual circumstance arises, we do not believe there will be a need for a legal opinion or other attorney involvement.

ARBITRAGE REBATE MANAGEMENT PERSONNEL

Causey is one of the two leading CPA firms in the United States, expressed in transaction volume, which provide independent third party arbitrage rebate computations and verifications for tax-exempt bond issues. We have provided arbitrage rebate computations and verification services for more than 7,500 bond issues. We are approved by all bond insurers and rating agencies, nationally recognized bond counsel, and the three leading bond insurers are all our clients.

Culver City School Facilities Financing District
March 4, 2015
Page 4

Our personnel responsible for providing arbitrage rebate services are all highly motivated professionals with extensive experience in matters concerning Section 148 of the Internal Revenue Code and the related regulations and are dedicated to providing high quality service to our clients. Our ability to consistently provide quality work under tight time frames is a direct function of the quality of our people and how well we work with our clients.

The primary contact for these services for the District will be Amy Shanahan. She will be directly responsible for our arbitrage consulting and compliance services and will work closely with the District in gathering all the necessary information needed to perform the annual computations as well as all IRS reporting computations. She will utilize our full time personnel to insure all arbitrage rebate reports are completed in a timely manner and perform a technical and final review on all annual and IRS computation reports. A second review of all computations will be performed by Doug Carlile, and William Glasso, CPA will provide a final review and will issue our opinion letter.

We greatly appreciate the opportunity to submit this proposal to you. If you have any questions regarding this proposal, please call me. If you consent to the terms and conditions of this proposal, please sign below and return one copy to me. Upon receipt by us of an executed copy of this proposal, this proposal will become a binding contract between the District and Causey.

Very truly yours,

CAUSEY DEMGEN & MOORE P.C.

By:



Amy L. Shanahan, Manager
Causey Demgen & Moore P.C.

APPROVED BY:

Mr. Mike Reynolds, Assistant Superintendent,
Business Services
Culver City Unified School District

BOARD REPORT

14.4a Approval is Recommended for Resolution #21-2014/2015, Catastrophic Leave for Classified Employee

Culver City Unified School District Catastrophic Leave procedures allow, by resolution of the Governing Board, a classified employee who is suffering from a catastrophic illness or injury and meets the Catastrophic Leave requirements to request that the District establish a bank of donated sick leave days for them. Irene Gallardo, Senior Office Assistant at Linwood Howe Elementary School has requested such a leave.

RECOMMENDED MOTION: It is recommended that the Board approve Resolution #21-2014/2015 for a Catastrophic Leave for a Classified Employee be approved as presented.

Moved:

Seconded by:

Vote:



15.1 Self-Evaluation of the Board

Board members will complete a self-assessment of their collective governance of/for the current Board meeting. Prior to adjournment, one Board member will complete and share his/her assessment of Board performance by answering the following questions:

In your opinion, did every Board Member?

Study the agenda prior to the meeting and clarify questions in advance?

Participate in the meeting, with no one dominating?

Listen attentively as each participant spoke, avoiding side conversations?

Treat each other with respect and courtesy?

Contribute to an atmosphere of trust and openness?

Focus on governance rather than operations during presentations and discussions?

Follow the agenda and not get sidetracked?

Was information provided in a manner that made it easily understandable?

Was the agenda well-planned to focus on the work of the Board?



CULVER CITY
UNIFIED SCHOOL DISTRICT

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

| | | | | | |
|--|--|--|--|--|--|
| | | | | | 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? |

Comments:

CCUSD: Success for ALL Takes US ALL!