<div align="center">

BOARD MEETING NOTICE AND AGENDA

CULVER CITY UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education to
"Conduct the District's Business in Public"
OPEN SESSION – 5:00 p.m.

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

August 13, 2013

</div>

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 interest of time and order, presentations from the public are limited to three (3) minutes per person. 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
    Katherine Paspalis, Esq., President
    Patricia Siever, Professor, Vice President
    Nancy Goldberg, Clerk
    Laura Chardiet, Member
    Karlo Silbiger, Member

    1.1 Flag Salute

2. **ADOPTION OF AGENDA**

    Recommendation is made that the agenda be adopted as submitted.
    Motion by _____ Seconded by _____
    Vote _____

3.   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.

3.1   Approval is Recommended for CCHS Student Yearbook Team Attendance at a Workshop in Orange, CA, July 26-29, 2013

4.   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.

4.1   Board Statement of the District's Support and Adherence to a Policy of Nondiscrimination

5.   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 agendized 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.

5.1   Superintendent's Items - None

5.2   Education Services Items

5.2a   Approval is Recommended for a New Course at Culver City Middle School: Screenwriting

Motion by _____   Seconded by _____   Vote _____

5.2b   Approval is Recommended for the Contract and Software License Agreement between Culver City Unified School District and SchoolCity, Inc.

Motion by _____   Seconded by _____   Vote _____

5.3   Business Items

5.3a   Approval is Recommended for Resolution # 22/2013-2014 CCUSD Sustainability Committee

Motion by _____   Seconded by _____   Vote _____

5.3b   Approval is Recommended for Resolution # 23/2013-2014 Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments and Transfers

Motion by _____   Seconded by _____   Vote _____

5.3c   Approval of Interfund Transfer

Motion by _____   Seconded by _____   Vote _____

5.4   Personnel Items

5.4a   Approval is Recommended for Revised Certificated Administrator Salary Schedule

Motion by _____   Seconded by _____   Vote _____

5.4b   Authorization To Reestablish Assistant Principal (.5) Services Previously Discontinued Through Layoff

Motion by _____   Seconded by _____   Vote _____

6.   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

August 27 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), City Hall (Chambers), 9770 Culver Blvd.
September 10 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 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.

3.1 **Approval is Recommended for CCHS Student Yearbook Team Attendance at a Workshop in Orange, CA, July 26-29, 2013**

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

In accordance with Board Policy 2210, Administrative Leeway in Absence of Governing Board, this request for a student overnight field trip was granted Administrative Approval by Superintendent David LaRose after consultation with Board President Katherine Paspalis.

The Culver City High School Student Yearbook Team requests approval for participation in the Yearbook West Summer Workshop, "Ready, Set, Book It!" held at Chapman University in Orange, California, July 26-29, 2013.

Approximately seven students were chaperoned by Ms. Pennie Fien, CCHS Teacher, and two additional chaperones. The registration fee included lodging and was covered by Associated Student Body (ASB) funds.

RECOMMENDED MOTION: That the Board approve CCHS Student Yearbook Team Attendance at a Workshop in Orange, CA, July 26-29, 2013.

Moved by: Seconded by:

Vote:

4.1 **Board Statement of the District's Support and Adherence to a Policy of Nondiscrimination.**

The District supports and adheres to a policy of nondiscrimination on the basis of race, color, ethnic group identification, national origin, ancestry, religion, age, marital or parental status, pregnancy, physical or mental disability, medical condition, veteran status, genetic information, gender, gender identity, gender expression, sex, sexual orientation or the perception of one or more of such characteristics. 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 to determine compliance with the State of California Education Code and to determine their adequacy for governance of the school district. The District currently has the following policies that support nondiscrimination:

- Board Policy 0000-Philosophy-Goals –Objectives and Comprehensive Plans/Vision

- Board Policy 0410-Philosphy-Goals- Objectives and Comprehensive Plans/Nondiscrimination in District Programs and Activities
- Board Policy/ Administrative Regulation 4030 – Nondiscrimination in Employment
- Administrative Regulation 4031 – Complaints Concerning Discrimination in Employment
- Board Policy 5145.3 – Nondiscrimination/ Harassment

It is recommended by Federal Program Monitoring (FPM), that the District provide nondiscrimination policies that have been approved bythe Board and that such policies are announced annually.

BOARD REPORT

5.2a <u>**Approval is Recommended for a New Course at Culver City Middle School:
Screenwriting**</u>

The middle school Screenwriting elective course is designed to develop students'
in-depth narrative writing skills within a genre that is relevant to their own lives and
the entertainment culture of the Culver City community.

RECOMMENDED MOTION: That the Board approve a New Course at
Culver City Middle School: Screenwriting.

Moved by: Seconded by:

Vote:

Culver City Unified School District
Course Proposal

Proposal For: **Screenwriting**

School: **Culver City Middle School**

Date: 8/5/2013

Current: Describe the current condition, both the positive aspects and those needing improvement. Include descriptions about standards, materials and any other factors that influence the quality of the program as it currently exists.

Positive
-Culver City Middle School offers a range of elective courses.

Needing Improvement
-Currently, Culver City Middle School does not have an elective course during school hours that directly connects to the entertainment culture of the Culver City community.
-Students would have more time to develop in-depth narrative writing skills.
-Students need to feel that their education is relevant to their own lives. Screenwriting is a course that will be a first step to developing students' screenwriting skills. They can take the skills that they learn in the course and apply them, if they choose screenwriting as a career.
-Students will learn how to sell their ideas to a group of professionals in a way that can lead to a career.
- Students will be taught how to develop an idea for an original television show that people would want to watch.
- The Association for Supervision and Curriculum Development (ASCD) Whole Child approach to education supports the idea that a student needs to be "actively engaged in learning and is connected to the school and broader community." This course actively engages students in learning by giving them a problem they have to solve. The problem is that they have to write an original television series. They have to solve that problem by studying an original television series, doing research on how to write an effective script, and learning strategies to develop an original idea. This course prepares them to be successful on the Performance Task portion of the Common Core Language Arts Test as that portion of the test will ask them to take on a real world role, and do research in order to perform that role well.
-Students in grades 6-8 are highly imaginative. They need an outlet for their emotions as budding teenagers, their growing intellect, and their frustrations. They can safely do this in a Screenwriting course.

Proposed: These course descriptions you are creating are extremely important to the development of curriculum in your department.

   1) The course is intended to be: _____core or __X__supplemental

2) Is the course intended for UC approval? ___yes __X__no

3) Are there pre-requisites for this course? ___yes _X___no If so, what are they?

The course is intended for the following grade level(s): 6th-8th grade

Approved By:

_____
Jon Pearson, Principal
Culver City Middle School

Date: 8/5/2013

_____
Kati Krumpe, Ed.D.
Assistant Superintendent
Educational Services

1. **Evaluation** – Identify a minimum of three key standards for evaluation purposes.

6th grade ELA Common Core Standards Addressed:

CCSS.ELA-Literacy.W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.
CCSS.ELA-Literacy.W.6.3a Engage and orient the reader by establishing a context and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.
CCSS.ELA-Literacy.W.6.3b Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.
CCSS.ELA-Literacy.W.6.3c Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.
CCSS.ELA-Literacy.W.6.3d Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events.
CCSS.ELA-Literacy.W.6.3e Provide a conclusion that follows from the narrated experiences or events.
CCSS.ELA-Literacy.W.6.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
CCSS.ELA-Literacy.W.6.2a Introduce a topic; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
CCSS.ELA-Literacy.W.6.2b Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
CCSS.ELA-Literacy.W.6.2c Use appropriate transitions to clarify the relationships among ideas and concepts.
CCSS.ELA-Literacy.W.6.2d Use precise language and domain-specific vocabulary to inform about or explain the topic.
CCSS.ELA-Literacy.W.6.2e Establish and maintain a formal style.
CCSS.ELA-Literacy.W.6.2f Provide a concluding statement or section that follows from the information or explanation presented.
CCSS.ELA-Literacy.RL.6.2 Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.
CCSS.ELA-Literacy.RL.6.3 Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution
CCSS.ELA-Literacy.RL.6.10 By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.
CCSS.ELA-Literacy.W.6.7 Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.
CCSS.ELA-Literacy.W.6.5 With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 6 here.)
CCSS.ELA-Literacy.SL.6.4 Present claims and findings, sequencing ideas logically and using pertinent descriptions, facts, and details to accentuate main ideas or themes; use appropriate eye contact, adequate volume, and clear pronunciation.

7th grade ELA Common Core Standards Addressed:

CCSS.ELA-Literacy.W.7.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.
CCSS.ELA-Literacy.W.7.3a Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.
CCSS.ELA-Literacy.W.7.3b Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.
CCSS.ELA-Literacy.W.7.3c Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.
CCSS.ELA-Literacy.W.7.3d Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.

CCSS.ELA-Literacy.W.7.3e Provide a conclusion that follows from and reflects on the narrated experiences or events.

CCSS.ELA-Literacy.W.7.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.

CCSS.ELA-Literacy.W.7.2a Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.

CCSS.ELA-Literacy.W.7.2b Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.

CCSS.ELA-Literacy.W.7.2d Use precise language and domain-specific vocabulary to inform about or explain the topic.

CCSS.ELA-Literacy.W.7.2e Establish and maintain a formal style.

CCSS.ELA-Literacy.W.7.2f Provide a concluding statement or section that follows from and supports the information or explanation presented

CCSS.ELA-Literacy.RL.7.3 Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).

CCSS.ELA-Literacy.RL.7.2 Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.

CCSS.ELA-Literacy.RL.7.10 By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.

CCSS.ELA-Literacy.W.7.7 Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation.

CCSS.ELA-Literacy.W.7.5 With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 7 here.)

CCSS.ELA-Literacy.SL.7.4 Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.

8th grade ELA Common Core Standards Addressed:

CCSS.ELA-Literacy.W.8.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.

CCSS.ELA-Literacy.W.8.3a Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.

CCSS.ELA-Literacy.W.8.3b Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.

CCSS.ELA-Literacy.W.8.3c Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events.

CCSS.ELA-Literacy.W.8.3d Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.

CCSS.ELA-Literacy.W.8.3e Provide a conclusion that follows from and reflects on the narrated experiences or events

CCSS.ELA-Literacy.W.8.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.

CCSS.ELA-Literacy.W.8.2a Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.

CCSS.ELA-Literacy.W.8.2b Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.

CCSS.ELA-Literacy.W.8.2d Use precise language and domain-specific vocabulary to inform about or explain the topic.

CCSS.ELA-Literacy.W.8.2e Establish and maintain a formal style.
CCSS.ELA-Literacy.W.8.2f Provide a concluding statement or section that follows from and supports the information or explanation presented.
CCSS.ELA-Literacy.RL.8.2 Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.
CCSS.ELA-Literacy.RL.8.3 Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.
CCSS.ELA-Literacy.RL.8.10 By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently.
CCSS.ELA-Literacy.W.8.7 Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.
CCSS.ELA-Literacy.W.8.5 With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 8 here.)
CCSS.ELA-Literacy.SL.8.4 Present claims and findings, emphasizing salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, and well-chosen details; use appropriate eye contact, adequate volume, and clear pronunciation.

2. **Materials Rationale** – A textbook will not be needed. Reading materials for the course will be compiled from different sources on screenwriting and other topics that relate to the course.
3. **Costs** – Reading materials for the course will be compiled from different sources on screenwriting and other related topics that connect to the course. It may include excerpts from the following texts:

Source Materials

Aronson, Linda. *Screenwriting Updated: New (and Conventional) Ways of Writing for the Screen.* Los Angeles: Silman-James Press, 2001. Print.

Brynteson, Richard. *Innovation at Work: 55 Activities to Spark Your Team's Creativity.* New York: American Management Association, 2013. Print.

Cook, Martie. *Write to TV: Out of Your Head and onto the Screen.* Burlington: Focal Press, 2007. Print.

Cunningham, Keith. *The Soul of Screenwriting: On Writing, Dramatic Truth, and Knowing Yourself.* New York: Continuum, 2008. Print.

Duncan, Stephen V. *Genre Screenwriting: How to Write Popular Screenplays That Sell.* New York: Continuum, 2008. Print.

Field, Syd. *Screenplay: The Foundations of Screenwriting.* New York: Delta Trade Paperbacks, 2005. Print.

Goldberg, Lee, and William Rabkin. *Successful Television Writing.* Hoboken: Wiley, 2003. Print.

Hoxter, Julian *Write What You Don't Know: An Accessible Manual for Screenwriters.* New York, Continuum, 2011. Print.

Iglesias, Karl. *The 101 Habits of Highly Successful Screenwriters: Insider Secrets from Hollywood's Top Writers.* Avon: Adams Media Corp., 2001. Print.

Jessie. Season 1. Perf. Debby Ryan, Peyton List, Cameron Boyce, Karan Brar, and Skai Jackson. Disney Channel. 2001. Television. TV-G.

Linkner, Josh. *Disciplined Dreaming: A Proven System to Drive Breakthrough Creativity.* San Francisco: Jossey-Bass, 2011. Print.

Ryan, James. *Screenwriting From the Heart: The Technique of the Character-Driven Screenplay.* New York: Billboard Books, 2000. Print.

Sambuchino, Chuck, et al., eds. *Screenwriter's & Playwright's Market 2009: [Where & How to Sell Your Scripts].* Cincinnati: Writer's Digest Books, 2008. Print.

Silver, David. *How to Pitch & Sell Your TV Script.* Cincinnati: Writer's Digest Books, 1991. Print.

Suppa, Ron. *Real Screenwriting: Strategies and Stories from the Trenches.* Boston: Thomson Course Technology PTR, 2006. Print.

The Scriptwriter Workbook: Middle School. Script Frenzy. Scrivener, n.d. Web. 26 June 2013.
    <http://2012.ywp.scriptfrenzy.org/files/scriptfrenzy-ywp/sf_ywp_11_ms_workbook.pdf>.

5.2b <u>**Approval is Recommended for the Contract and Software License Agreement**</u>
<u>**between Culver City Unified School District and SchoolCity, Inc.**</u>

It is recommended that the Board of Education approve the Contract and Software
License Agreement between Culver City Unified School District and SchoolCity, Inc.

SchoolCity software will allow teachers, site administrators, and district
administrators to analyze California Standards Tests (CST) data, grade level data, and
content area benchmark data.

Additionally, the SchoolCity product includes a large formative assessment test bank
that is aligned with Smarter Balanced Assessment.

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

Moved by: Seconded by:

Vote:

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT ("**Agreement**") is made and entered into as of **July 1, 2013**, the date set forth in this Agreement as the Effective Date ("**Effective Date**") between **SCHOOLCITY INC.** ("**LICENSOR**"), a California Corporation with its principal place of business located at <u>2900 Lakeside Drive, Suite 270, Santa Clara, CA 95054</u> and **CULVER CITY UNIFIED SCHOOL DISTRICT** ("**LICENSEE**"), with offices located at <u>4034 Irving Place, Culver City, CA 90232.</u>

LICENSEE wishes to license LICENSOR's Software Programs.
LICENSOR has agreed to provide such license services to LICENSEE, subject to the terms and conditions of this Agreement

1. DEFINITIONS

1. 1.   "**Authorized User**" means a user of the Software Program, as identified by a unique user id.

1.2.   "**Consulting Services**" means any consulting and development services performed by LICENSOR to implement and customize the Software Program or to provide any modifications, enhancements, integration with 3rd party software, updates, training or other changes requested by LICENSEE, or any other features and functionality above, beyond and outside of the features and functionality of the Software Program, that is not addressed or foreseen within the terms and conditions of this Agreement. Consulting Services will be governed by and in accordance with the terms and conditions of a separate consulting agreement

1.3.   "**LICENSOR's Software Programs**" include programs owned and developed by LICENSOR as well as programs provided through a partnership agreement with another vendor.

1.4.   "**LICENSEE Data**" means the proprietary information input into the Software Program's information fields by LICENSEE or Authorized Users in the course of using the Software Program.

1.5.   "**Intellectual Property Rights**" means patent rights, copyright rights (including, but not limited to, rights in audiovisual works and moral rights), trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction.

1.6.   "**License Fees**" means the fees payable for the license granted pursuant to this Agreement, by LICENSEE to LICENSOR.

1.7.   "**Maintenance and Support**" means any bug fixes, updates and upgrades that LICENSOR may provide or perform with respect to the Software Program, as well as any other support services provided to LICENSEE hereunder, all as further described in, pursuant to and governed by the Service Level Agreement (SLA), **Appendix A**.

1.8.   "**Updates**" means permanent solutions developed for software errors that are incorporated from time to time in planned updates to the Software Program.

1.9.   "**Upgrades**" shall mean new modules that adds new functionality not present in the Software Program or enhances existing functionality in the Software Program and that LICENSOR elects in its discretion to make available at additional cost to LICENSEE. Each Upgrade shall have a new decimal number identifying the version of the Software.

2. LICENSE

2.1.   Subject to the terms and conditions of this Agreement and Exhibits, LICENSOR hereby grants LICENSEE a subscription based, non-exclusive, non-transferable license under LICENSOR's Intellectual Property Rights to allow Authorized Users to access to LICENSOR's Software Programs listed in **Exhibit A**.

3. OWNERSHIP

3.1.   LICENSEE acknowledges and agrees that **LICENSOR'S Software Programs** are proprietary to LICENSOR, including all copies, regardless of media and will at all times remain the property of LICENSOR or its licensors as applicable. LICENSOR does not convey any proprietary interest in and to the Software Programs to LICENSEE and LICENSEE will have no right, title or interest therein other than the license rights set forth herein.

4. FEES AND EXPENSES

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

4.1.   LICENSEE shall pay any applicable subscription License Fees set forth in a LICENSOR generated invoice as per the **Exhibit A**. LICENSOR per-student License Fees are calculated by using the most current Student Enrollment and multiplying by the per student license fee. LICENSOR per-site (school) License Fees are calculated by using the number of sites desired and multiplying by the per-site license fee. The Student Enrollment and number of sites are set forth in **Exhibit D**.

4.2.   If LICENSOR has not received payment within fifteen days (15) days after the due date, interest shall accrue on past due amounts at the rate of 1.5% per month or the maximum allowed by law, whichever is less, commencing on the due date and continuing until fully paid. Any fees for a particular month, including but not limited to License Fees and any Consulting Fees, are payable on or before the 15th day following the end of that month, or the month in which the applicable invoice was sent to LICENSEE by LICENSOR.

4.3.   Any custom programming or support required by LICENSEE from LICENSOR for any expansion, integration, maintenance or customization, which is not dealt with in this Agreement shall be considered Consulting Services pursuant to the fees and terms generally described in a separate agreement.

5. DEPLOYMENT
5.1.   **Implementation:**

5.1.1.   **Hosting:** Access to **LICENSOR's Software Programs** will be provided via secure servers located at an off-site location. Hosting fees (if applicable) are described in **Exhibit A**.

5.1.2.   **User Participation:** LICENSEE's appropriate and authorized staff will have access to all LICENSOR Software Programs as set forth in **Exhibit A**.

5.1.3.   **Billing:** Invoices will be generated as described in Exhibit A.

5.2.   **Support:** Please refer to the Service Level Agreement (SLA), **Appendix A**.

5.3.   **Training:** All training will be held at the District or School premises. Training material and equipment will be provided by the District. Training services (if applicable) are described in **Exhibit B**.

5.3.1   **Cost and Group Size:** Each training session should be limited to no more than 30 users so as to obtain the maximum benefit. Additional training may be purchased as per pricing shown in **Exhibit A**.

5.4   **Division of Labor: Exhibit C** describes the scope of tasks that each party will generally be responsible for. Additional tasks not listed in this Exhibit will be addressed in the Statement of Work (SOW).

5.5.   **Modification to LICENSOR Software Programs**

5.5.1   Any modifications to LICENSOR Software Programs that pertain to this agreement are set forth in **Exhibit A**.

6. WARRANTY
6.1.   LICENSOR Software Programs. LICENSOR warrants its Software programs provided that, such warranty shall not apply to the extent any nonconformance is caused by use of the Software Program contrary to LICENSOR's instructions or modification or alteration of the Software Program by any party other than LICENSOR.

6.2.   Disclaimer. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OR ANY OTHER MATTER. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON LICENSOR AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

7. CONFIDENTIALITY
7.1   Defined. By virtue of their activities in conjunction with this Agreement, the parties may have access to each other's Confidential Information. **"Confidential Information,"** as used in this Agreement, means information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in Section 8.2 below, whether delivered by the disclosing party (**"Disclosing Party"**) to the receiving party (**"Receiving Party"**) before or after the Effective Date. The Parties agree that for purposes of this Agreement Confidential Information shall include the following types of information:

7.1.1. All data, documents, materials, drawings and information marked "Proprietary" or "Confidential" by the Disclosing Party;

7.1.2 Student/Parent data, including Student/Parent lists, names of existing, past or prospective LICENSEE students, parents, faculty, staff or alumni and their representatives, data provided by or about prospective, existing or past Students/Parents/Grandparents of Students/Faculty/Staff/Alumni such as names addresses, phone numbers, financial information, grades, or other personal information.

7.2. Except for the information described in 7.1.2 above, a party's Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is disclosed by the Disclosing Party to third parties, without restriction on disclosure; or (e) is independently developed by the Receiving Party, which independent development can be shown by written evidence.

8. TERM AND TERMINATION

8.1. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for up to three (3) years. Thereafter, LICENSEE shall have the option to renew for subsequent successive one-year periods by this agreement. LICENSOR reserves the right to increase or decrease the license fees for each of the successive one-year periods. LICENSOR will provide LICENSEE with thirty (30) days prior written notice of pricing changes if they occur. Notwithstanding the above, LICENSEE may terminate this Agreement upon the first or any subsequent successive anniversary of the Effective Date with no penalty; provided that, LICENSEE provides LICENSOR at least thirty (30) days prior written notice thereof.

8.2. Termination for Breach. If a party is in material breach of this Agreement or any Exhibit (the "Defaulting Party"), and the Defaulting Party does not remedy that breach or default within thirty (30) calendar days after receipt from the other party of written notice of breach, the non-defaulting party shall after the expiration of such thirty (30) calendar day period have the right to terminate the Agreement. Termination of this Agreement shall be without prejudice to any other rights or remedies that the non- defaulting party may have.

8.3 Termination for Force Majeure. Neither party shall be liable for any default in its obligations under the Agreement resulting from causes beyond its reasonable control (an "Event of Force Majeure") which shall include without limitation, acts of God, embargoes, governmental restrictions, strikes, riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism by any third parties, external sabotage, or other uncontrollable acts by any third parties.

8.4 Proprietary Information. Upon termination of this Agreement, both parties will return to each other all software and all Confidential Information in its possession or within its control within ninety (90) days of termination.

9. INDEMNIFICATION

9.1. Indemnification. Except as provided in Section 6 (Warranty), LICENSEE assumes sole responsibility for use of the Software Program by LICENSEE and Authorized Users, including all results obtained from, and conclusions drawn from, such use. LICENSEE shall be solely responsible for the determination, application, enforcement, liability or defense of any terms and conditions of any agreement it decides to enter into with Authorized Users or any other third party. LICENSOR shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to LICENSOR by LICENSEE in connection with the Delivery of the Software Program, the Consulting Services or any actions taken by LICENSOR at LICENSEE's direction.

10. LIMITATION OF LIABILITY

10.1. EXCEPT FOR BREACH OF THE PROVISIONS IN THIS AGREEMENT,, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY).

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

11. GENERAL.

11.1. <u>Other Projects</u>. This Agreement shall not prevent LICENSOR from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided hereunder.

11.2. <u>Governing Law</u>. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.

11.3. <u>Jurisdiction</u>. Any legal action or proceeding relating to this Agreement shall be instituted in a state court in Santa Clara County, California, or in a federal court in the Northern District of California.

11.4. <u>Waiver</u>. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

11.5. <u>Severability</u>. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11.6. <u>Change Process</u>. Upon written notice to LICENSOR, LICENSEE may modify, change or add to the services without impairing, affecting or voiding the original agreement. A "Change Request Form" (CRF) will be the vehicle for communicating change. The CRF must describe the change, the rationale for the change and the effect the change will have on the project. The CRF must be approved, authorized and signed by both parties in order for the change to be implemented. A CRF that has been signed by all parties will become an automatic amendment to this Agreement. Any changes may incur additional cost.

In Witness Whereof, the parties have caused this Agreement to be signed by their duly authorized representatives.

SCHOOLCITY, INC.
(LICENSOR)

CULVER CITY UNIFIED SCHOOL DISTRICT
(LICENSEE)

Signature: _____

Name: <u>Vaseem Anjum</u>

Title: <u>President/CEO</u>

Date: <u>July 1, 2013</u>

Signature: _____

Name: _____

Title: _____

Date: _____

Processing Instructions:
1. District should mail one (1) **signed** original and include a valid Purchase Order document to the address below
2. District should remit payment (as per the SchoolCity Invoice) to the address below

SchoolCity Inc.
2900 Lakeside Drive, Suite 270, Santa Clara, CA 95054
Attn: Contracts

*To expedite, fax the signed agreement to **(650) 963-3293**, or email to contracts@schoolcity.com Attn: Contracts.
(Hard copy sent via mail is still required)*

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

APPENDIX A: SCHOOLCITY SERVICE LEVEL AGREEMENT

SchoolCity CustomerFirst Support Program: The SchoolCity CustomerFirst Support Program (CFSP) provides our valued customers ongoing technical support, enhancements and new versions of our products as they are released in the market. This Service Level Agreement (SLA) is a commitment between SchoolCity Inc. (LICENSOR) and (LICENSEE) under the terms and conditions specified in this document and applicable amendments or appendices.

Agreement Objectives: The objectives of the Agreement are to provide LICENSOR customers with the best possible service, have a mutual understanding of support expectations and to define specifics of this Agreement between LICENSOR and LICENSEE.

Support Process: The following process will be implemented to ensure that LICENSEE is supported by LICENSOR effectively. LICENSOR will provide Level 1 support under this agreement to LICENSEE technical staff, administration staff and school staff (teachers, principals etc.).

Services Provided: The service provided to LICENSEE includes support for LICENSOR products licensed to LICENSEE.

Support such as on-site assistance and support, end user training is not covered under this SLA Agreement and may be purchased under a separate Consulting agreement or on a time and materials basis by LICENSEE.

LICENSOR Responsibilities: LICENSOR under the CFSP agrees to
1. Resolve problems with LICENSOR products and notify LICENSEE of resolutions to problems in a timely manner, as set forth in the Response and Resolution Target section of this SLA for further information.
2. Maintain procedures to monitor and verify LICENSOR's performance under the CFSP and LICENSEE satisfaction. Maintain a log of LICENSEE feedback, observations, suggestions and complaints.
3. Provide advance notice to LICENSEE of scheduled software and hardware maintenance.

LICENSEE Responsibilities: In order to receive the best possible support under the CFSP, LICENSEE agrees to
1. Send LICENSOR a clear description of the perceived performance issue, defect or software bug in writing (or symptom of defect).
2. Provide reasonably conclusive evidence that the problem is (or is highly likely) caused by a LICENSOR product or service, including, if deemed necessary by LICENSOR, a test case that reproduces the defect.
3. Provide the operating system setup, browser version and other pertinent information such as other applications running on the specific computer on which the software defect or bug was observed, screen shots of the perceived software bug, all data and files needed for LICENSOR to re-create the perceived software bug.
4. Make available to LICENSOR a qualified and responsive engineer or user capable of executing tests or trials remotely, and communicating additional facts or properties, as may be needed from time to time, to assist LICENSOR in diagnosing and resolving the problem.

Policies and Procedures:
1. LICENSOR will provide support for software as specified in **Exhibit A**. Software and hardware not specified in Exhibit A and or in the License Agreement are not covered.
2. LICENSOR will be available via telephone and email during regular business hours, Monday through Friday, 8:00 AM - 5:00 PM PST, excluding predetermined holidays.
3. A good faith, industry acceptable effort will be made to resolve issues as expeditiously as possible.
4. Problem prioritization is the mutual responsibility of LICENSEE and LICENSOR.
5. Service priorities, responses and resolutions are set forth below:

RESPONSE AND RESOLUTION TARGETS:

Service	Definition	Response
Scheduled	Routine maintenance and software updates. These should be requested by email or by phone.	Response within 2 business days. Resolution within 5 business days.
Expedited	Problems for which solutions exist. These can be requested by email or phone.	Response within 8 business hours. Resolution within 2 business days if resolvable by LICENSOR.
Emergency	Outages involving critical software or hardware. These can be requested by email or phone.	Response within 2 business hours. Resolution within 4 business hours if resolvable by LICENSOR.

Absent specific prioritization and other considerations, LICENSOR will respond to requests for assistance in the general order that they are received and will make every effort within the timeframes listed above. Please note that integrated software and content provided by third parties may take longer and be dependent on the 3rd party's resolution.

LICENSOR values all of its customers. Problem resolution commitments are based on LICENSOR's best efforts. In some cases LICENSOR may make exceptions to accommodate customer needs, but these will be evaluated on a case-by-case basis.

Escalation:
In the event that a full solution to a LICENSEE problem cannot be provided in a time frame acceptable to the LICENSEE, the LICENSEE may escalate the problem. It is LICENSOR's objective to be an excellent partner, and it may be possible to reprioritize requests based on special needs, circumstances, or business opportunities. The LICENSEE may request that the Support Manager escalate their issue to the President, and Chief Executive Officer.

Support Contact Information: Support Phone: **800-615-0254 (toll free) or 650-777-5533,**
Email: onlinesupport@schoolcity.com

Fees: All fees are as set forth in the Software License Agreement, **Exhibit A.**

LICENSOR CustomerFirst Support Program (CFSP) Terms and Conditions:
LICENSOR and the LICENSEE hereby agree that the following terms and conditions shall govern the delivery of support services by LICENSOR to LICENSEE under the LICENSOR CFSP with respect to applicable LICENSOR products ("Products") as set forth in **Exhibit A.** This Agreement is effective upon signature of the License Agreement by the LICENSEE.
1. **Services.** LICENSOR will provide the services as described under the CFSP and Service Level Agreement (SLA).
2. **Exclusions.** LICENSOR shall not be required to provide any services relating to problems arising out of (i) LICENSEE or Authorized User's use of the Products in a manner for which they were not designed, (ii) LICENSEE or Authorized User's negligence, lack of training, lack of follow up by LICENSEE technical staff, trained staff turnover at the LICENSEE or with LICENSEE's Authorized Users, misuse or modification of the Products, (iii) versions of Products other than the most recent released version, or
    (iv) LICENSEE provides erroneous, outdated or incomplete data
3. **Term and Termination.** This Agreement shall terminate immediately upon the termination of the License Agreement.
4. **Warranty and Disclaimer.** LICENSOR will use reasonable commercial, industry level efforts to provide the Services under this Agreement in a professional manner; LICENSOR cannot guarantee that every question or problem raised by the LICENSEE or the LICENSEE's technical staff will be resolved. Nothing in this Agreement shall be construed as expanding or adding to the warranty for the Licensed Software in the License Agreement. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, LICENSOR MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS SERVICE AGREEMENT, AND LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **LIMITATION OF LIABILITY.** LICENSOR'S LIABILITY UNDER THIS SERVICE AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY LICENSEE FOR THE SERVICES ORDERED BY LICENSEE FOR THIS SUPPORT AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
6. **Additions.** Any additional services added to this Agreement by written notice to LICENSEE will be governed by the terms of this Agreement.
7. LICENSEE and LICENSOR will comply with all state and federal laws and especially to FERPA laws as defined by the Federal NCLB mandate.

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

EXHIBIT: A Cost

District Name:	Culver City Unified School District	**Effective Date:**	7/1/2013
Address:	4034 Irving Place	**Renewal Date:**	7/1/2014
City/State/Zip:	Culver City, CA 90232	**State Code:**	19-64444
Student Count:	6,741	**County:**	Los Angeles
School Count:	8 *Source: CDE/DataQuest (2012-2013 figures)*	**SchoolCity Rep:**	Omar Ali

SchoolCity Software License and Services:

Assessment, Analysis & Reporting (STARS™ Suite)   **$4.00**   per student   **$26,964**

- *Dashboard Reporting (STARS™)*
- *Assessment Creation & Management (AssessBuilder™)*
- *Computer-based Online Assessment Delivery (scanning and document camera not included)*
- *Teacher Resources*
- *Student Portal*
- *State Assessment & Accountability Reports (SchoolCharts™- CST, CAHSEE, CELDT, PFT, API, AYP)*
- *ELL Reports (AMAO1, 2 & 3, and ELSSA)*
- *Pre-created Formative-type Assessments (RapidResponse™- ELA and Math grades from 2nd to High School. California Standards Aligned)*
- *SchoolCity Intervention Lesson Plans (ELA grades 3-8, Math grades 3-7, California Standards Aligned)*

Assessment Item Bank (NWEA™)   **$3.00**   per student   **$20,223**

- *60,000+ items, aligned to state and CCSS standards covering ELA, Math, Science and SS content areas for grades K-12. The item bank is provided by Northwest Evaluation Association (NWEA®).*

Setup and Hosting   **Onetime Fee**   **$3,000**

- *Hosting: All software applications are hosted remotely by SchoolCity*
- *Implementation: Complete software system implementation and Project Management*
- *Data Loading: See EXHIBIT C for data loading details*
- *SIS Integration: Includes Nightly Roster Refresh with SIS (SIS provider must allow access if hosted)*
- *Customer Support: Unlimited phone and online support via ZenDesk™ for designated district personnel*

Product Training   **$2,000**   **3 days**   **$6,000**

- *Train-the-trainer and End-user training. Additional training can be purchase separately.*

Total SchoolCity Software License Fee and Services Year 1   **$56,187**

Total SchoolCity Annual Recurring License Fee   **$47,187**

Notes:
1. Travel fees for training are per FTE and included in per day pricing (2 day minimum)
2. Roster data must be clean with unique teacher/student identifier, submitted on provided template
3. Initial and ongoing Data Loading (see EXHIBIT C for details)
4. Package requires a three (3) year annually renewing license agreement
5. Unless otherwise stated, this agreement supersedes any previous proposals or agreements. Any modifications may affect pricing.

Optional Products (can be purchased separately)
- *SPSA & SARC Reporting (SPARCS™)*   *$450 per school*
- *Professional Development Services*   *$2,500 per day*
- *Product Training Services*   *$2,000 per day*

EXHIBIT: B Training

Exhibit: A lists the number of training days included in this agreement. SchoolCity and district will determine the most effective allocation of these hours. The following training information, materials and services will be provided as part of this agreement.

1. Product Manual
2. Training Quick Guide Documents
3. Video Training Modules (integrated in product)

EXHIBIT: C Division of Labor Between Both Parties

The list below represents the general actions each party is responsible for during the implementation process. A complete Statement of Work (SOW), including timelines will be generated (if needed) once the implementation plan has been determined by DISTRICT and LICENSOR.

DISTRICT	LICENSOR
Assign District Executive to oversee project.	Assign Executive (CEO) to work with District Executive overseeing project.
Assign a District Project Manager to be the main contact during the implementation process.	Assign an Account Manager who will serve as the Project Manager and main contact during the implementation process.
Assign District Technology staff with knowledge of and access to District's Student Information System (initial and ongoing).	Assign software engineer(s) to work with district Technology staff on Nightly Roster Refresh Implementation.
Provide clean and accurate data files in required format (initial and ongoing)	Load data as detailed below (initial and ongoing).
Provide Licensor with remote access to SIS and other necessary systems as needed.	Provide District with secure FTP site for uploading data as needed.
Provide Level 1 support for end users.	Provide Level 1 support for District including toll-free number access.
Provide end user training to District users.	Provide Train-the-Trainer product training sessions to the District as detailed in **Exhibit A.**
Provide ongoing system management. This includes managing users and passwords, ensuring high quality data, sending assessment data to SchoolCity on a timely basis, etc.	Provide access to and management of Licensor's Hosting Center. This includes backing up servers and updating on a regular basis with security patches, OS, Antivirus, SQL and other misc. software.

DATA LOADING

Initial Data Loading: The following data will be included in the initial system load.
- **Roster and Demographic Data:** Three (3) previous years of rosters loaded
- **State Assessment Data:** Three (3) previous years of state CST/CELDT/CAHSEE data loaded
- **Other Data and Assessment Loading:** No additional data loading or loading of assessments is included in this agreement.

All roster and assessment data provided by district for loading purposes must be clean with unique teacher/student identifier, and must be submitted on provided template or required format.

Annual Data Loading: The following data will be loaded by SchoolCity as an annual service.
State Assessment Data: CST, CELDT, CAHSEE assessments
State assessment data must be provided to SchoolCity in original publisher or state-provided format
Common Core Assessment Data: SchoolCity commits to provide loading of district's summative assessments from Smarter Balanced and/or PARCC when they become available (pending review of the final format and specifications).

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

EXHIBIT: D Student Enrollment by School and District

The list below represents the school sites to be included under the License Agreement, the associated student enrollment for each and a total for the district. The enrollment data is based on the most recent state enrollment data. The student count will be reviewed annually during the renewal period. Current numbers are used in calculating annual license fees.

Source Used: CDE/DataQuest

Count	School Sites	State Code
1	Culver City High	1932201
2	Culver City Middle	6057608
3	Culver Park High	1932656
4	El Marino Elementary	6012678
5	El Rincon Elementary	6012686
6	Farragut Elementary	6012694
7	La Ballona Elementary	6012702
8	Linwood E. Howe Elementary	6012660
	8 School Sites	**6,741 Students**

SchoolCity Inc.
CONTRACT & SOFTWARE LICENSE AGREEMENT

EXHIBIT: E District Contacts

In order to facilitate SchoolCity's implementation and customer support services, please include the contact names and information for the following roles within the district.

District Project Manager/Main Contact

This will be the primary contact for SchoolCity's Account Manager during implementation and rollout.

Name	Kevin Kronfeld
Title	Coordinator of State and Federal Programs
Email Address	KevinKronfeld@ccusd.org
Telephone (extension)	(310) 842-4220 ext 4250

District Technical Contact(s)

This will be the primary contact for SchoolCity's Account Manager regarding technical issues.

Name	Robert Quinn
Title	Director of Information Technology
Email Address	robertquinn@ccusd.org
Telephone (extension)	(310) 842-4220 x4306

District Student Information System Contact

This will be the primary contact for SchoolCity's Data Services and Engineering staff regarding extracting data from the district's SIS.

Name	Robert Quinn
Title	Director of Information Technology
Email Address	robertquinn@ccusd.org
Telephone (extension)	(310) 842-4220 x4306

District Assessment Data Contact

This will be the primary contact for SchoolCity's Account Manager and Data Services staff regarding access to the district's existing state and local assessment data.

Name	Kevin Kronfeld
Title	Coordinator of State and Federal Programs
Email Address	KevinKronfeld@ccusd.org
Telephone (extension)	(310) 842-4220 ext 4250

District Training Contact

This will be the primary contact for SchoolCity's Account Manager regarding product training issues.

Name	Kevin Kronfeld
Title	Coordinator of State and Federal Programs
Email Address	KevinKronfeld@ccusd.org
Telephone (extension)	(310) 842-4220 ext 4250

District Accounts Payable/Receivable Contact

This will be the primary contact for SchoolCity regarding billing and payment issues.

Name	Mary Caruso
Title	Director of Purchasing
Email Address	marycaruso@ccusd.org
Telephone (extension)	(310) 842-4220 x4358

5.3a <u>**Resolution #22 / 2013-2014 - CCUSD Sustainability Committee**</u>

In order for the District's 2013-14 CalRecycle Grant to be submitted, the Board of Education must adopt a resolution authorizing the submittal of the application to CalRecycle as well as authorizing the Superintendent, or his designee, to execute all grant documents, agreements, etc. in the name of the District for a period of five (5) years.

Recommended Motion: That the Board of Education Adopt the attached resolution approving the submittal of application for grants for which the District is eligible.

Moved by: **Seconded by:**

Vote:

CULVER CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION NUMBER 22 / 2013-2014
ADOPTION DATE: AUGUST 13, 2013

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of the grants; and

WHEREAS, CalRecyle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Culver City Unified School District authorizes the submittal of application to CalRecycle for all Grants for which the Culver City Unified School District is eligible.

BE IT FURTHER RESOLVED that the Superintendent, or his designee is hereby authorized and empowered to execute in the name of the Culver City Unified School District all grant documents, including but not limited to, applications, agreements, amendments and request for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this Resolution.

ADOPTED by the Governing Board of Culver City Unified School District on this 13th day of August, 2013.

_____
President, Governing Board

_____
Vice President, Governing Board

_____
Member, Governing Board

_____
Member, Governing Board

_____
Secretary, Governing Board

_____
Superintendent

5.3b   **Resolution #23 / 2013-2014 – Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments, and Transfers**

In accordance with Education Code Section 42600, school districts are authorized to process budget adjustments and transfers subject to written resolution of the governing board, when filed with the county superintendent of schools. This has routinely meant that budget adjustments and transfers are approved as they occur at formal meetings of the governing board and by official action of the board, and then approved by the Los Angeles County Office of Education (LACOE).

Notwithstanding the traditional processing of budget revisions, the governing board of a district, by written resolution, may also take action that allows the administrative staff to directly process certain budget adjustments and transfers and submit them to LACOE prior to their individual approval by the board. This procedure is more expedient than the traditional process and has proven to be an effective means for generating and reflecting quick revisions of budget data in the PeopleSoft Financial System when developing the estimated and unaudited actuals reports. When implementing this option, the district sets well-defined guidelines and parameters on the amounts and kinds of adjustments and transfers that staff may process. Such guidelines include limiting this authority to the routine transfer of amounts between objects of expenditure and revenue within funds and between funds, as necessary, to facilitate the payment of district obligations and to effect technical adjustments related to the budget.

In order for the district to utilize this "delegation of authority" option, the governing board must annually adopt and file with LACOE an original resolution delegating budget adjustment and transfer authority to the superintendent and staff of the district. The approval of this resolution by LACOE shall be required prior to any budget adjustments or transfers being processed by the district under the delegation of authority.

Recommended Motion: That in accordance with Education Code, the Governing Board of Education of Culver City Unified School District adopt the attached Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments, and Transfers resolution.

Moved by: **Seconded by:**

Vote:

LOS ANGELES COUNTY OFFICE OF EDUCATION
DIVISION OF BUSINESS ADVISORY SERVICES

ANNUAL DELEGATION OF ADMINISTRATIVE AUTHORITY
TO
PROCESS ROUTINE BUDGET REVISIONS, ADJUSTMENTS, AND TRANSFERS

CULVER CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION NUMBER 23/2013-2014
ADOPTION DATE: AUGUST 13, 2013

The Governing Board of Culver City Unified School District authorizes the Superintendent to make such routine budget revisions, adjustments, and transfers as necessary for the payment of District obligations and to effect technical adjustments of the board-adopted budget during the 2013-2014 fiscal year, in accordance with the provisions of this resolution.

This resolution is adopted for the purpose of expediting the processing of routine budget revisions, adjustments, and transfers, and shall remain in effect for a period of one year, from July 1, 2013 to June 30, 2014, and is subject to annual review and renewal by duly adopted resolution of the Governing Board of Culver City Unified School District.

The amount of any individual routine budget revision, adjustment, or transfer shall not exceed $100,000.00. The total amount of routine budget revisions, adjustments, and transfers at any one time may not exceed $100,000.00.

This resolution shall be limited to the administrative approval and processing of routine budget revisions, adjustments, and transfers, within or between account objects of expenditures or revenues and within or between resources and funds, including the following: General, Adult School, Office of Child Development, Cafeteria, Deferred Maintenance and Building Funds.

This resolution shall not permit the administrative processing of non-routine budget revisions, adjustments, and transfers which increase or decrease revenues and other financing sources and uses, along with the corresponding revisions in expenditures; or budget revisions, adjustments, and transfers which reduce or increase the fund balance of any related fund; or transfers between funds; or transactions exceeding $100,000.00. Such non-routine budget revisions, adjustments, and transfers must continue to be presented to the Governing Board for approval prior to processing and submission to the Los Angeles County Office of Education (County Office) for further review, approval, and processing.

A summary report of budget revisions, adjustments, and transfers approved and processed by the Superintendent in accordance with this resolution, shall be submitted to the Governing Board for adoption/ratification, with the District's First Interim, Second Interim, and in conjunction with the annual close of the District's financial records and Unaudited Actuals Reports.

All budget adjustments and transfers must be made in accordance with the provisions of the Education Code Sections 42600, 42601, 42602, 42603, and 42610, and processed using the appropriate forms and documentation as provided by the County Office, and in compliance with applicable district guidelines.

This resolution by the Governing Board and written authorization by the persons herein designated may be used by the Los Angeles County Office of Education to permit budget revisions, adjustments, and transfers in accordance with the foregoing guidelines.

ADOPTED by the Governing Board of Culver City Unified School District on this 13th day of August, 2013.

_____
President, Governing Board

_____
Vice President, Governing Board

_____
Member, Governing Board

_____
Member, Governing Board

_____
Secretary, Governing Board

_____
Superintendent

5.3c   **Approval of Interfund Transfers**

The Board of Education previously appropriated $255,480 as an outgoing transfer from the General Fund to the Deferred Maintenance Fund; $900,000 was appropriated as an outgoing transfer from the General Fund to the Adult School Fund; and $1,400,000 was appropriated as an outgoing transfer from the Special Reserve Fund for Capital Outlay Projects to the General Fund.

These interfund transfers authorize the actual cash amount of $2,555,480 to be transferred as described above.

Recommended Motion: That the Board of Education approve the interfund transfers between funds for the 2012-13 Fiscal Year as outlined above.

Moved by: **Seconded by:**

Vote:

5.4a **Approval is Recommended for Revised Certificated Administrator Salary Schedule**

It is recommended practice that the Board of Education approves new and revised salary schedule. It is recommended that the Board approve the Revised Certificated Administrator Salary Schedule to include the reinstated Elementary School Assistant Principal position.

RECOMMENDED MOTION: That the Board approves the attached Revised Certificated Administrator Salary Schedule as presented.

Moved By: Seconded by:

Vote

CULVER CITY UNIFIED SCHOOL DISTRICT
CERTIFICATED ADMINISTRATOR SALARY SCHEDULE
Effective July 1, 2013

POSITION	RANGE	WORK DAYS PER YEAR	PAY PERIODS PER YEAR
Director of Child Development	014	225	12
Assistant Director of Child Development	013	225	12
Elementary School Assistant Principal	002	210	12
Middle School Assistant Principal	002	210	12
H.S. Asst Principal - Discipline	003	215	12
H.S. Asst Principal - Curriculum/Guidance	003	215	12
Director of Special Education	005	225	12
Elementary School Principal	007	212	12
Middle School Principal	008	220	12
Coordinator of Categorical Programs	009	225	12
Director - Pupil Personnel	005	225	12
Adult School/Continuation School Principal	010	225	12
High School Principal	010	225	12
Asst. Superintendent - Human Resources	011	225	12
Asst. Superintendent - Educational Services	011	225	12

MONTHLY SALARY

RANGE	1	2	3	4	5
014	7,354.20	7,648.98	7,953.96	8,271.18	8,599.62
013	5,655.90	5,882.34	6,116.94	6,361.74	6,615.72
002	6,831.11	7,105.07	7,389.31	7,682.90	7,991.45
003	7,393.98	7,689.44	7,997.99	8,317.76	8,649.69
004	7,739.76	8,047.80	8,371.14	8,703.66	9,052.50
007	7,351.91	7,646.43	7,952.18	8,270.08	8,600.13
008	7,831.56	8,144.70	8,471.10	8,810.76	9,162.66
009	7,842.78	8,154.90	8,482.32	8,820.96	9,174.90
005	8,453.76	8,790.36	9,143.28	9,508.44	9,888.90
010	8,547.60	8,889.30	9,245.28	9,614.52	9,999.06
011	9,234.06	9,601.26	9,986.82	10,387.68	10,802.82

ANNUAL SALARY

RANGE	1	2	3	4	5
014	88,250.40	91,787.76	95,447.52	99,254.16	103,195.44
013	67,870.80	70,588.08	73,403.28	76,340.88	79,388.64
002	81,973.32	85,260.78	88,671.66	92,194.74	95,897.34
003	88,727.76	92,273.28	95,975.88	99,813.12	103,796.22
004	92,877.12	96,573.60	100,453.68	104,443.92	108,630.00
007	88,222.86	91,757.16	95,426.10	99,240.90	103,201.56
008	93,978.72	97,736.40	101,653.20	105,729.12	109,951.92
009	94,113.36	97,858.80	101,787.84	105,851.52	110,098.80
005	101,445.12	105,484.32	109,719.36	114,101.28	118,666.80
010	102,571.20	106,671.60	110,943.36	115,374.24	119,988.72
011	110,808.72	115,215.12	119,841.84	124,652.16	129,633.84

PER DIEM SALARY

	1	2	3	4	5
014	392.23	407.95	424.22	441.13	458.65
013	301.65	313.73	326.24	339.30	352.84
002	390.35	406.01	422.25	439.03	456.66
003	412.69	429.18	446.40	464.25	482.78
004	412.79	429.22	446.47	464.20	482.80
007	416.15	432.82	450.13	468.12	486.80
008	427.18	444.26	462.06	480.59	499.79
009	418.29	434.93	452.40	470.46	489.33
005	450.87	468.82	487.65	507.12	527.41
010	455.88	474.10	493.09	512.78	533.29
011	492.49	512.07	532.64	554.01	576.16

BOARD REPORT

5.4b <u>**Authorization To Reestablish Assistant Principal (.5) Services Previously**</u>
<u>**Discontinued Through Layoff**</u>

It is recommended that the Board of Education takes action to authorize
reestablishment of Assistant Principal services previously discontinued pursuant
to Education Code Section 44955.

.

RECOMMENDED MOTION: That the Board approves the reestablishment
of the Assistant Principal position at 50%

Moved By: Seconded by:

Vote