

BOARD MEETING NOTICE AND AGENDA

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

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

September 24, 2013

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

Katherine Paspalis, Esq., President
Patricia Siever, Professor, Vice President
Nancy Goldberg, Clerk
Laura Chardiet, Member
Karlo Silbiger, Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

- 3.1 Public Employee Performance Evaluation (Pursuant to GC §54957)
- 3.2 Extension of Expulsion through January 21, 2014 of Pupil Services Case #11-11-12
- 3.3 Expunge the Expulsion of Pupil Services Case #23-09-10
- 3.4 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; and David LaRose, Superintendent Employee Organizations: Culver City Federation of Teachers (CCFT); Association of Classified Employees (ACE); and Management Association of Culver City Schools (MACCS)

3.5 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54947)

3.6 Public Appointment/Employment (Pursuant to GC §54947)
Certificated Personnel Services Report No. 4
Classified Personnel Services Report No. 4

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

5.1 Roll Call – Board of Trustees
Katherine Paspalis, Esq., President
Patricia Siever, Professor, Vice President
Nancy Goldberg, Clerk
Laura Chardiet, Member
Karlo Silbiger, Member

5.2 Flag Salute

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

7. **PUBLIC HEARING**

7.1 Williams Textbook Sufficiency

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 – August 27, 2013; Minutes of Regular Meeting – September 10, 2013

9.2 Approval is Recommended for Purchase Orders and Warrants

- 9.3 Approval is Recommended for Acceptance of Gifts - Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 4
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 4
- 9.6 Approval is Recommended for CCHS Girls Basketball Team and Girls Soccer Team Overnight Field Trips to Participate in Tournaments
- 9.7 Acceptance of Enrollment Report
- 9.8 Acceptance of Board Compensation Report

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 Celebrating US – Summer Lunch Program Presentation
- 10.2 Student Achievement Presentation

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 2012-2013 Board Goals Update and 2013-2014 Areas of Focus

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 Approval is Recommended for the Naming of CCUSD Facility

Motion by _____ Seconded by _____ Vote _____

14.2 Education Services Items

14.2a Approval is Recommended for the Extension of Expulsion through January 21, 2014 of Pupil Services Case #11-11-12

Motion by _____ Seconded by _____ Vote _____

14.2b Approval is Recommended to Expunge the Expulsion of Pupil Services Case #23-09-10

Motion by _____ Seconded by _____ Vote _____

14.2c Approval is Recommended for Resolution #2 Regarding Sufficiency of Instructional Materials

Motion by _____ Seconded by _____ Vote _____

14.2d Approval is Recommended for the Certification for Instructional Materials Funding Realignment Program (IMFRP)

Motion by _____ Seconded by _____ Vote _____

14.2e Approval is Recommended for Instructional Material Funding Realignment Program (IMFRP) Certification of Provisions of Standards-Aligned Instructional Materials

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Approval is Recommended for the 2013-2014 Site Service Agreement between Culver City Unified School District and School Innovations and Achievement

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for the Agreement between Culver City Unified School District and Engineered Storage Systems, Inc.

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended between Culver City Unified School District and VSP Vision Care

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for Change in Employee Dental Benefits

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for the Memorandum of Understanding between CCUSD and CCFT

Motion by _____ Seconded by _____ Vote _____

15. BOARD BUSINESS - None

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

October 8 – 7:00 p.m. – Special Meeting (7:00 p.m. Open Session), District Office, 4034 Irving Place
October 22 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), City Hall (Chambers), 9770 Culver Blvd.

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

**BOARD REPORT
PUBLIC HEARING**

9/24/13

7.1

7.1 Williams Textbook Sufficiency

The Board of Education will receive public input regarding Williams Textbook Sufficiency.

The Williams Legislation for Instructional Materials can be found in SB 550 (Chapter 900/Statutes 2004) and Education Code section 60119.

All districts are required to hold a public hearing to determine textbook and instructional materials sufficiency for students in all schools. The hearing is to be held on or before the eighth week of school. As part of the hearing, the governing board shall determine whether each pupil has sufficient textbooks or instructional materials in the following areas:

- Reading/language arts, mathematics, science, and history/social science.
- Foreign language and health courses.
- Science laboratory equipment for science lab courses for grades 9-12, as appropriate.

“Sufficient” textbooks or instructional materials, or both, means that each pupil, including English Learners, has a textbook or instructional materials, or both, to use in class and take home.

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>August 27, 2013</u>
Place:	<u>City Hall (Mike Balkman Chambers) 9770 Culver Boulevard Culver City 90232</u>	Time:	<u>6:00 p.m. – Public Meeting 6:01 p.m. – Closed Session 7:00 p.m. – Public Meeting</u>

Board Members Present

Katherine Paspalis, Esq., President
Patricia Siever, Professor, Vice President
Nancy Goldberg, Clerk
Laura Chardiet, Member
Karlo Silbiger, Member

Staff Members Present

David LaRose, Superintendent
Kati Krumpe
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Paspalis 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 7:07 p.m. with all Board members in attendance. Mr. Mike Cohen led the Pledge of Allegiance.

Report from Closed Session

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

7. Public Hearing

7.1 Developer Fee Study

Ms. Paspalis opened the public hearing at 7:09 p.m. and shared a little information about this item. With no comment from the audience the public hearing was closed at 7:11 p.m.

8. Adoption of Agenda

Ms. Paspalis announced that item 14.3 will be pulled from the agenda. It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board adopt the August 27, 2013 agenda as amended. The motion was unanimously approved.

9. Consent Agenda

Ms. Paspalis called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. Mr. Silbiger requested that item 9.1 be withdrawn. Mr. Casey Chabola requested that item 9.2 be withdrawn. Ms. Siever withdrew item 9.4. Ms. Chardiet withdrew item 9.6. It was moved by Ms. Siever and seconded by Mr. Silbiger to approve Consent Agenda Items 9.3, 9.5, 9.7, and 9.8 as presented. The motion was unanimously approved.

9.3 Acceptance of Gifts – Donations

9.5 Classified Personnel Reports No. 2

9.7 Disposal of Surplus Equipment

9.8 Williams Quarterly Report on Uniform Complaints

9.1 Approval is Recommended for the Minutes of Regular Meeting – June 25, 2013

Mr. Silbiger withdrew this item to request that the sentence on page 94 in item 7.2 and on line 4 where it states “Mr. Silbiger confirmed that the numbers are not correct” be deleted. It was moved by Mr. Silbiger and seconded by Ms. Chardiet that the Board approve the Minutes of Regular Meeting – June 25, 2013 as amended.

9.2 Approval is Recommended for Purchase Orders and Warrants

Mr. Chabola withdrew this item to comment that we are at the end of September and about to approve \$5.1 million. After reviewing a lot of items on the internet that discussed school districts and budgets he asked if the Board has had time to review the Purchase Orders and Warrants before approving. Ms. Paspalis stated that many of the Purchase Orders are open Purchase Orders that will be spent over the course of the year. Mr. Reynolds stated that all Warrants/Purchase Orders have been reviewed by the Board. Ms. Siever stated that the totals are higher than last year. Mr. Reynolds stated that this school year there are two big projects that we did not have last year. Ms. Siever is also interested in the amounts for special education. She is curious to know what some of the totals are for. She asked about an item on page 17 for \$17,000.00 for speech therapy and wanted to know if it was annually. Dr. Krumpe confirmed. On page 39, Ms. Siever wanted to know about the \$79,000 for legal fees. She asked if it was for special education. Mr. Reynolds confirmed that it was and it was for legal fees for the year. The legal fees are for consultations and litigation. There was a \$3,000 Purchase Order for an Optometrist that Ms. Siever inquired about. Mr. Reynolds stated that it was for the year for special education. Mr. Reynolds confirmed the other inquiry that Ms. Siever referenced was for a Behavioral Consultant. It was moved by Ms. Siever and seconded by Ms. Chardiet that the Board approve purchase orders from July 1, 2013 through August 17, 2013 as presented. The motion was unanimously approved.

9.4 Approval is Recommended for the Certificated Personnel Reports No. 2

Ms. Siever commented on the section that references extra assignments. She stated that we are spending over \$105,000 just during this time period, and asked how much does the District spend annually or bi-annually on extra assignments. Ms. Siever stated that we may be able to hire someone in full-time positions for some of these assignments. It was moved by Mr. Silbiger and seconded by Ms. Chardiet that the Board approve the Certificated Personnel Reports No. 2 as presented.

9.6 Acceptance of Enrollment Report

Ms. Chardiet commented that the format of the Enrollment Report does not really provide the Board with a lot of information. She would like to see a three to five year enrollment report. She would also like to get a data dashboard to help with analyzing information that the Board receives. It was moved by Ms. Chardiet and seconded by Mr. Silbiger that the Board accepts the Enrollment Report as presented.

10. Awards, Recognitions and Presentations - None**11. Public Recognition****11.1 Superintendent's Report**

Mr. LaRose reported on highlights of the Summer Lunch Program. He stated that it was not in existence before and over 3,000 lunches were served this summer and that it actually turned into somewhat of a camp. Mr. LaRose thanked Julie Garcia, Mike Reynolds, and community partners for all of their help to make the program a success. He is excited about next Tuesday night to further discuss the need for a bond, and the meeting will allow everyone to come together to discuss the next steps. Mr. LaRose spoke about the success of a Health and Wellness Expo as the District staff Welcome Back Day event. He commended Mrs. Lockhart, the whole Human Resources staff, and the Educational Services team. It was a positive event and a great kick-off to the year. He also thanked the community and the District's partners for their continued support.

11.2 Assistant Superintendents' Reports

Dr. Krumpe reported that the Educational Services Department has been busy with a lot of professional development for the new school year. She informed the Board about Cotsen math and what it entails. We have three elementary teacher teams that are working together to help implement the new common core standards. Dr. Krumpe reported on the day-long training that took place at Linwood Howe Elementary and stated that she has received positive feedback on the writing workshop. She stated that BTSA has an excellent day with the new Teachers. During the Administrators two-day retreat there was an agreement on three focus areas. The first, strengthening our site teams; the second, special concentration on what to do when our students are struggling; and third, the new common core standards.

Mrs. Lockhart reported on the first CCUSD Inspired Living Expo which had a variety of booths and demonstrations. The event was such a success. She thanked LaShon McClain-Rayford, Catherine Cummings, Elisa Gonzalez, and Maria Gomez all from the Human Resources Department, Rebecca Williams, Mary Soto, and Liz McGlinchey for their hard work with the event. Mrs. Lockhart stated that she is looking forward to working with our partners during negotiations. She then introduced Ms. Mina Shiratori as the new Assistant Principal at El Marino Language School. Mrs. Lockhart also read a brief bio on Ms. Shiratori and reported that as of August 12, 2013 she will be a 50/50 employee as a Program Specialist and as the Assistant Principal. Ms. Shiratori thanked everyone for letting her continue on as a Program Specialist as she takes on the duties of Assistant Principal. Ms. Siever thanked Ms. Shiratori for all that she is doing in the District and told her that she thinks it is fantastic that she is continuing as Program Specialist.

Mr. Reynolds commented Mrs. Lockhart on the Health and Wellness event. He also commended Bill Lockhart on putting together a wonderful DVD that was shown to all of the staff. Mr. Reynolds spoke about the traffic from construction and thanked Gabe Garcia from the City of Culver City for all of his assistance to the District in helping to ease traffic during this time. Mr. Reynolds provided an update on composting in the District. He also confirmed that Prop 30 had passed and briefly spoke about how it will affect the District. He stated that right now we want to emphasize a focus on our capital projects, strive towards a balanced budget, and we want to continue to raise salaries to align with the Los Angeles County median. Mr. Reynolds said he is looking forward to a great year.

11.3 Members of the Audience

Members of the audience spoke about:

- Mike Cohen stated that the late Paul Helms did for the high school athletic field what Jerry Chabola has done for the athletic stadium. He gave an example of how he imagines announcing the new stadium name if it is named after Jerry Chabola.
- Davie Mielke commented that the Superintendent should be able to participate in the two percent raise as the other staff in the District. He likes that Mr. Reynolds stated that one of the focuses of the Business Department is to focus on raising salaries. Mr. Mielke stated that benefits are a big issue for most employees. We're meeting soon and it is important to remain competitive with benefits also. The students coming to him this year are great and it makes him appreciate all of the teaching that is happening in the elementary and the middle school levels.
- Paul Wasleben wrote a statement that was read by Ms. Paspalis. He stated that since the deadline for the bond has passed why would the Board not want to improve their schools if they had a list of improvement that were needed and vetted by an independent authority? Why would the School Board Members who had seen old classrooms in disrepair or partial function act against asking for help? He feels that progress can be made with caution, care and planning but history does not reward those who hesitate when action is called for. He spoke about the bond and how the improvements should be prioritized. He encouraged the Board to recall their decision to request additional information.
- Angela Dyborn stated that her son attends Culver Park which is what he needs. It is a great school but the school needs a permanent location.
- Vernon Taylor who is a candidate running for the Board and a concerned parent. He stated that the audience tonight has heard about teacher's concerns about how they are going to get paid, parents concerns about the facilities their children are attending. As a candidate he would like to look at these issues and see how effectively the District is working on these matters.
- Jamie Wallace stated that she is confused. The process of reviewing and identifying where improvements needed to be made was started about eight or nine months ago. It seems that questions brought up after reviewing the facilities and having the survey could have been brought up during that time. She asked the Board to please support the bond the next time there is a vote.
- Leslie Adler provided an update on what the Education Foundation has been working on. She said that they have been writing grants over the summer for the Education Foundation to give throughout the District. Ms. Adler reported that the Education Foundation has given over \$336,000.00 to the District which helped all of the schools. Please support the CCEF All for 1 Campaign.

- Jeannine Wisnosky Stehlin stated that she has three kids in the District and all are happy to be back at school. Every time she is at a function she hears about the facilities and how they are crumbling when she is trying to convince someone to stay in the District. She is asking the Board to please do what you were elected to do. Ms. Wisnosky Stehlin wants to remind everyone that we are here for the students, and asked why we are selling the seniors short. If they saw what our facilities looked like they would vote yes on a bond.
- Rania Sabty-Daily stated that she came to express her disappointment about the bond measure. Board members should have worked harder to make the bond happen. Staff worked hard over the summer to make the improvements to the athletic field. She is disappointed that the Board could not come to an agreement to get the bond on the ballot.
- Crystal Alexander stated that she is fairly well versed in ballot measures. The City of Culver City did what needed to be done when they put the sales tax on the ballot at the time when they did. The Board has not been working together on this matter. Two members have been going to school sites to review the facilities. The other three who are stating that they have additional questions and need more information have not been doing the follow-up to get the information that they need.
- Lezlie Brazil stated that she is the President of the El Rincon PTA. We feel like the students and staff is great at our school. We have a lot of parent involvement. We are urging the Board to support a bond measure.

11.4 Members of the Board

Board Members spoke about:

- Ms. Chardiet stated that she was encouraged to see so many people speak about their disappointment that the bond did not move forward. She appreciates that so many attended when they have school age children at home and the meeting interrupts their daily routine. As someone that spends an acute amount of time on school campuses she is aware of the needs of our facilities. She spoke about how Mr. LaRose and Mr. Reynolds have been working hard to address our needs. But that the Board cannot expect Mr. LaRose to do what they hired him to do if the Board is not going to supply the resources needed. Ms. Chardiet asked the Board to agree to ask staff should provide a timeline in order for the bond to be placed on the June 2014 ballot. She would also like the Board to speak openly and honestly at the meetings. She feels the Board needs to listen to each other and ask questions. Being blindsided publicly is a very unpleasant experience. The Board is in the process of reviewing the Superintendent. I think reflecting together as a Board helps Mr. LaRose to understand what the Boards' expectations are. She is also suggesting that the Board evaluates themselves.
- Ms. Goldberg stated that responsibility has a very clear definition to her. She stated that first and foremost responsibility requires that methodical examination of any controversial issues be taken before a decision is made. She has determined that a bit more time evaluating the long term benefits and obligations of bond would be logical. She does not oppose the bond, but thought a delay would allow the Board to clarify and prioritize our essential needs. She intends to move forward towards the goals of the District. We must be selective and prioritize our needs.
- Ms. Siever stated that she is almost positive that the bond would be on the June 2014 ballot. We have a fiduciary duty to the District. She spoke to the fact that we need to move forward and cannot just pass something just to "act." We have to look at this community paying for something for twenty-five years. She understands the positions of those who spoke and appreciates their attendance.
- Mr. Silbiger thanked staff for putting together the booth at Fiesta La Ballona. He made suggestions that might make more traffic to the District booth. He announced that there will be a City of Culver City/CCUSD Liaison meeting coming in mid-September. Mr. Silbiger stated that some time ago he asked for the attorney's fees to review so the Board could decide if some of the services needed to go out to bid. He is thrilled to see the CCUSD Academy rolled out during the summer. He would love to see that on a future agenda. He appreciates people coming to share their thoughts. Mr. Silbiger is hoping that people understand that if three members are not feeling united on a decision, such as the bond, than it will not work. He is hoping that it will be addressed as a long-term plan. The other part that should be addressed regarding the bond is community outreach. He agrees with Ms. Chardiet that if we create a timeline than he thinks the Board can come together and get the bond passed.

- Ms. Paspalis commended Mrs. Lockhart on the Health and Wellness Expo and said it was a great way to start the school year. She read a portion of an article called "Dare to Disagree" from CSBA. She personally was very disappointed on the decision in July made by Board members. She would encourage the members who had questions to get them to the Superintendent. He has asked for any questions/inquiries in the Board members' Friday packets over the summer and has gotten nothing. The facilities need help. She knows that our seniors care about our schools.
- Ms. Siever wanted to express to Mr. LaRose how much she respects him and how the District is coming together. She enjoyed meeting with him over the summer and moving forward there is more work to be done.

12. Information Items

12.1 Summer Projects Update

Mr. Reynolds shared information about the capital projects being done in the District and future projects. He reported that the athletic fields will be ready for the first game of the season. Balfour Beatty has done a great job. The artificial turf is done along with the bleachers being rehabbed and they are working on the snack bar. The solar energy project is coming along. All of the big parts of the project are in place and the panels just need to go in. SunPower moved the fencing which allowed about forty to fifty parking spaces which helped on the first day of school. Many classrooms have been painted; asphalt work is done; two portable classrooms that have not been used for a long time are almost ready for use. Mr. Reynolds gave commendations to Mike Korgan, Director of the Maintenance, Operations, and Transportation, and Balfour Beatty. Regarding the future projects, Mr. Reynolds stated he is very excited about the Hodgkins + Fung are doing with Robert Frost Auditorium. He spoke about the Lease Lease-Back projects such as the HVAC systems at La Ballona and CCHS and the replacement of the asphalt at Linwood Howe that was a safety issue. Mr. Silbiger stated that he asked for updated information on the elevators. He asked about creating a timeline for Robert Frost; and a Grand Opening for the solar project. Ms. Siever stated that at the Exchange Club they asked her about having fireworks at the dedication on September 6th. Mr. Reynolds stated that there will be fireworks. Ms. Chardiet asked why the High School lockers were taken off of the list. Mr. Reynolds stated that it is easier to fund the lockers separately. He said that they tried to get the lockers before school started, but were not able to because of the process which he explained. Ms. Paspalis said she has heard when it rains some of the lockers get flooded out so he may need to look at drainage issues. Mr. LaRose stated that Mr. Reynolds, Balfour Beatty, and the whole M.O.T. Department have been doing an excellent job this summer and commended them on their outstanding work.

12.2 Discussion Regarding Boar Policy 7310, Naming of Facilities

Mr. LaRose stated that he wanted to bring this policy to the Board since all of the District improvements were being done. He thinks it is important that everyone understands the process for naming facilities. Dr. Henderson thinks it is most appropriate that the policy come at this time. He wanted to suggest that there should be a component for people that may be donors that donate a large sum to the District. The Board might want to expand the policy. Tom Salter wanted to support naming the CCHS athletic facility after Jerry Chabola. He thinks it is well deserved. Ms. Goldberg stated that Mr. Chabola was a teacher first and he has sustained that role as he has moved on. Mr. Silbiger thinks it makes sense to move forward, and he supports Jerry Chabola. Ms. Paspalis stated that she supports the naming of the athletic facility be names after Jerry Chabola. He deserves the recognition. She then read the procedure that took place in naming Helms Field. Ms. Chardiet also supports Jerry Chabola as the named athletic facility.

13. Recess

The Board recessed at 9:15 p.m. and reconvened at 9:30 p.m.

14. Action Items

14.1 Superintendent's Items - None

14.2 Education Services Items - None

14.3 Business Services Items**14.3a Approval is Recommended for Resolution #1/2013-2014 Increase in Developer Fees**

It was moved by Ms. Chardiet and seconded by Ms. Goldberg that the Board approve Resolution #1/2013-2014 Increase in Developer Fees as presented. The motion was unanimously approved.

14.3b Approval is Recommended for the Addendum to Site Inspection Services Agreement with Sandy Pringle Associates

It was moved by Mr. Silbiger and seconded by Ms. Siever that the Board approve the Addendum to Site Inspection Services Agreement with Sandy Pringle Associates as presented. The motion was unanimously approved.

14.3c Approval is Recommended for the Addendum to Material Inspection Services Agreement with Geotechnical Engineering

Ms. Siever asked how much money does this entail. Mr. Reynolds confirmed that the agreement is not to exceed \$79,280.00. Ms. Goldberg asked if it was exclusively for asbestos. Mr. Reynolds said no. Ms. Siever asked if the project was out for bid. Mr. Reynolds stated that this is the firm that has been involved from the beginning. It was moved by Ms. Siever and seconded by Ms. Chardiet that the Board approve the Addendum to Material Inspection Services Agreement with Geotechnical Engineering as presented. The motion was unanimously approved.

14.3d Approval is Recommended for the Addendum to Architectural Agreement with Westberg+White
This item was pulled from the agenda.**14.3e Approval is Recommended for the Agreement with Encorp**

It was moved by Ms. Chardiet and seconded by Ms. Siever that the Board approve the Agreement with Encorp as presented. The motion was unanimously approved.

14.3f Approval is Recommended for the Consent Agreement Final Order with EPA

Ms. Paspalis commented that she wished Dr. Sabty-Daily was still in attendance as she was the one that brought this matter to the Board's attention. It was moved by Ms. Siever and seconded by Ms. Goldberg that the Board approve the Consent Agreement Final Order with EPA as presented. The motion was unanimously approved.

14.3g Approval is Recommended for the Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents

It was moved by Mr. Silbiger and seconded by Ms. Goldberg that the Board approve the Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents as presented. The motion was unanimously approved.

14.4 Personnel Items - None**15. Board Business****15.1 Dedication Ceremony for Athletic Field**

Mr. Silbiger wanted to include Laura Balkman in the ceremony. Vernon Taylor thought the idea was great to invite the City dignitaries, and past Board members. He thought it would be a great idea to invite former athletes from the High School to attend the ceremony.

Adjournment

Mr. Silbiger suggested adjourning the meeting in memory of David Bregman who had a lot of community involvement. He spoke a little about Mr. Bregman's contributions. There being no further business, it was moved by Mr. Silbiger, seconded by Ms. Siever and unanimously approved to adjourn the meeting. Board President Ms. Paspalis adjourned the meeting at 10:15 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>September 10, 2013</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

Katherine Paspalis, Esq., President
Patricia Siever, Professor, Vice President
Nancy Goldberg, Clerk
Laura Chardiet, Member
Karlo Silbiger, Member

Staff Members Present

David LaRose, Superintendent
Kati Krumpe
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Paspalis 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. Roy Gonzalez, the new Student Board Representative, led the Pledge of Allegiance.

Report from Closed Session

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

8. Adoption of Agenda

Ms. Paspalis stated that item 14.3b was being pulled from the agenda. It was moved by Ms. Siever and seconded by Ms. Goldberg to adopt the September 10, 2013 agenda as amended. The motion was unanimously approved.

9. Consent Agenda

Ms. Paspalis called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. Ms. Siever requested that item 9.2 be withdrawn. It was moved by Ms. Chardiet and seconded by Ms. Goldberg to approve Consent Agenda Items 9.1, and 9.3 – 9.5 as presented. The motion was unanimously approved.

- 9.1 Minutes of Regular Meeting – July 1, 2013 and the Minutes of Special Meeting – August 13, 2013
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 3
- 9.5 Classified Personnel Reports No. 3

9.2 Approval is Recommended for Purchase Orders

Ms. Siever withdrew this item to speak on the matter of the Special Education expenses and SELPA. She stated that the District is spending over one million dollars. A lot of the money went to non-public schools. She remembers that staff was supposed to be working on reducing the expenses. Ms. Siever would like to know how much is being spent annually. Ms. Siever recalled that Mrs. Jaffe had started working on checking into reducing SELPA expenditures. It was moved by Mr. Silbiger and seconded by Ms. Siever that the Board approve Purchase Orders from August 18, 2013 through August 31, 2013 as presented.

10. Awards, Recognitions and Presentations

10.1 CCUSD On-Line Academy Presentation

Veronica Montes, Principal of the CCUSD On-Line Academy, presented information on the CCUSD iAcademy. She stated that the academy is giving families in the District educational choice. The iAcademy will serve students K-12 and will be offering supplemental classes. Ms. Montes also discussed the enrollment process, and informed the Board of the preparation and training that has taken place since July. Allison Pryharski who will be

the teacher at the Academy spoke about the website that is built for the school and informed the Board of the curriculum which will include foreign languages to include French, Spanish, Latin, Mandarin, Japanese, and German. Ms. Montes spoke about the Partners in Education and how the students will be supported. Ms. Chardiet asked how much time a student would be expected to be on site. Ms. Montes said that varies, but possibly an hour a week. Ms. Chardiet suggested a designated parking spot for the iAcademy. Ms. Chardiet also asked how it was being marketed to students in the entertainment industry. Kevin Kronfeld stated that it is first being marketed to La Ballona Elementary because the school is in Program Improvement, then it will be rolled out once it is up and running. Mr. LaRose suggested marketing it to the Center Theatre Group since the District already works with them. Ms. Chardiet also inquired if the classes will be open enrollment and if the students can complete their courses in a shorter time period. Ms. Montes answered yes to both questions. Ms. Chardiet asked if the school will have adult offerings and if the District will be able to charge for adult classes. Ms. Montes responded yes to both questions. Ms. Siever asked what the term K-12 Post meant. Ms. Montes stated that there are 12th graders that have just finished school but did not quite graduate. Ms. Siever asked what percentage of students in the District are home schooled. Ms. Montes stated that she is currently having Mr. Sotelo check on that information. Ms. Siever stated that she would like to know what the projected budget is for the school for the next two to three years. She said at West L.A. College where she teaches there are people to help the District with grants to help fund the schools. Ms. Siever asked how the WASC accreditation was being handled, if help was needed, and when Ms. Montes anticipated WASC to come. Ms. Montes responded that she is anticipating WASC coming for review in 2014 and help is always welcome. Mr. Silbiger asked if the funding was regular ADA. Ms. Montes confirmed. Mr. Silbiger asked if a student can come into the District for one supplemental class. Ms. Montes stated that right now the iAcademy would be just for students in the District. Mr. Silbiger asked how Ms. Montes anticipates handling the academic coaching such as for harder courses. Ms. Montes stated that they have the option to use the company's academic coaches that are credentialed teachers. Mr. Silbiger shared some of his concerns such as how much time the students will spend "in the seat" and the requirements for the UC institutions. Mr. LaRose stated that interfacing is going to be essential. The District is not interested in just having a student stay at home and we do not get to interact with them. Ms. Siever thinks it is going to be great. Ms. Paspalis asked Ms. Montes what her vision was with the learning coaches as it relates to the supplemental classes. Ms. Montes stated that the coaches are still going to be a critical part. Ms. Paspalis stated that one of her concerns has been how the District can keep staff for a class when there may not be very many students in the class. The iAcademy might fix that issue. Dr. Luther Henderson stated that he assumes the teachers for the language classes are credentialed. Madeline Ehrlich asked if there would be home visits. Ms. Montes stated that that was a great point, and she had not thought of it. Ms. Montes would like to explore the idea. Robert Smith stated his family would definitely use the iAcademy. Sue Robbins stated that she was confused about how much time we were looking at. What do we do if parents want to pull their student out of one of our traditional schools to put them into the CCUSD iAcademy. Ms. Montes responded that the iAcademy is not trying to take away any student. This is for the student that is really having challenges in a traditional-style school and there will be related questions asked during intake to determine if the academy is the best choice for the student. Steve stated that the school sounds like a great opportunity, but some of the tools also sound like they would be good to use at all of the school. Ms. Montes stated that she will share the information regarding any programs, etc. that is working at the academy. Mr. LaRose stated that whenever you enter into something new it is important to have people that are passionate. We are very fortunate to have our first enrollers be led by Ms. Montes and Ms. Pryharski who are both so engaged and passionate about this new school.

10.2 Staff Welcome Back to School Video – "The Power of US"

Mr. LaRose showed the DVD made by Bill Lockhart that included students and staff members. The DVD was shown in Robert Frost Auditorium at the staff Welcome Back Day event. Mr. LaRose thought he would share it with the Board so that they could see how the District was starting the year off in such a positive way.

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose thanked and complimented everyone for the dedication ceremony on Friday. It was a very special event and it speaks to what can happen when you work together. Mr. LaRose then reported on the capital projects workshop that took place. He stated that it went very well. Various aspects of the bond were discussed such as the legalities, logistics, and timelines. He explained to the Board the three areas of focus for the Master Facilities

Plan. These areas of focus will have committees set up and Mr. LaRose asked the Board to inform him which committee they would want to participate in. Ms. Chardiet was interested in education and outreach. Mr. Silbiger was interested in the election side such as ballot and financing. Ms. Siever stated that she was interested in how the District is going to publicize the information and provided her availability for any meetings. Ms. Goldberg stated that she was interested in master facilities. Ms. Paspalis is interested in the legal aspect. Mr. LaRose reported that Dr. Krumpe will be presenting student data information at the September 24th Board meeting.

11.2 Assistant Superintendents' Reports

Dr. Krumpe reported that we have had a lot of community and school staff interested in AB484 which was introduced in early 2013 and is supposed to give us some flexibility and reprieve from all state testing. The State is encouraging as many students and districts to take the new pilot test. There is dispute between the Federal and State levels about how testing will be handled. Further discussion ensued. Dr. Krumpe welcomed a new TOSA Alejandra Valencia. She stated that Ms. Valencia was sent to a two-day Common Core Conference. Dr. Krumpe is also working with the Professional Learning Communities (PLC); the kick-off of the Principal meetings and modeling around highly effective teams.

Mr. Reynolds stated that the Opening Ceremony at the High School went extremely well. He extended thanks to the cheerleaders who assisted people around and helped them to find their destinations. He also thanked Mike Cohen and Greg Dynabursky for announcing during the program; and Pyro Spectacular for the fireworks show. Mr. Reynolds provided an update on the capital improvements and congratulated Mike Korgan on his beautification efforts. Mr. Reynolds stated that we are continuing to work with Balfour Beatty on the Master Plan and making special committees to further the process. He is also going to look to CBAC for the committees input and assistance moving forward. Mr. Reynolds spoke about what benefits came out of Measure T and Measure EE. He provided a Lease Lease-Back update. With that funding the water fountains will be worked on and he is looking into hydration stations. He is thankful that Prop 30 prevented a loss of \$2.9 million dollars. Mr. Reynolds spoke about raising salaries and since five percent reserve is maintained the budget is balanced.

Janet Chabola asked when the elevators at the High School were getting fixed. She heard that DSA has given their approval. Mr. Reynolds stated that the next step is to find a company through bid. George Laase asked how the District was going to find the median salary and that it is a "moving" salary. Mr. Reynolds stated that Sean Kearny is going to be contacting LAUSD but that he did not have the numbers right now.

11.3 Student Representatives' Reports

Middle School Student Representative

There is no Culver City Middle School Student Representative at this time.

Culver Park Student Representative

There is no Culver Park High School Student Representative at this time.

Culver City High School Student Representative/Student Board Member

Roy Gonzalez, Student Board Member, stated that the new athletic field has been a "gem." He said he can see the students' enthusiasm over having it. He thanked everyone that was a part of the Opening Ceremony and said it was a great event. Mr. Gonzalez reported on the new concept that the Class of 2014 and below will now have a one word code of conduct. The word for the Class of 2014 is "Legacy." He reported on the Club Faire and stated that ASB is going through a few monetary challenges but nothing that they cannot handle. ASB is hosting their first Leadership Conference and the students are very encouraged. They were told that this year is a pioneering year. The name of the conference is the CLC which stands for Centaurian Leadership Conference. Mr. Gonzalez also announced that the Blood Drives are in one week. He also encouraged the Board to let him know of any issues they would like to hear about from the students or what they might want to hear in his report.

11.4 Members of the Audience

Members of the audience spoke about:

- Robert Zirgulis stated that we need to make common sense decisions with the Natatorium. There is tremendous support to get the Natatorium back in running order.
- Paul Ehrlich stated that there needs to be a 21st Century look at the school needs in the capacity of the capital needs. He reviewed Balfour Beatty's needs assessment and feels we need to come into the 21st Century needs regarding education such as iPads for all of the students. We need District-wide wireless use. He suggested a bond or technological endowment.
- David Mielke stated that he was glad Mr. LaRose brought in the Back to School DVD that was shown at the Welcome Back Day event. The unions were included in the event in a way the never were. He stated that it has been very positive experience coming back to school. Mr. Mielke stated that he had a referral to Mr. Farris, Principal at the High School, who was interested in speaking with him about how the High School is declining the achievement gap amongst African-Americans. He stated in regards to compensation, he is looking for LACOE's report on compensation. The District is about ten percent from the median. Culver Park teachers are wondering if their current location is their permanent home. If so they would just like to know.
- Janet Chabola stated that it was nice to see District staff at the athletic field dedication. It's been a long time since she has seen so many staff members from the District come over to the athletic field. It was a great event.
- James Provence stated that he delighted to say that Mr. LaRose "took the wind out of his sails." He thanked Mr. LaRose for appositive meeting last week regarding the bond and looks forward to more conversation.
- Robert Smith thanked Mr. LaRose for the Work Study Session last week. He is happy that *everything was broken down per site and that the Natatorium was included in the bond conversation.* He would like to track the conversations on the Natatorium personally to stay on top of what happens.
- Jerry Chabola suggested to Roy Gonzalez, Student Board Member, that ASB's income is from the Student Store and told him he could also include in his report the athletic scores for the High School teams. He thanked everyone for a great event at the dedication and stated that the temperature on the field with the new turf was not significant.
- Sue Robbins commented on Danielle who was shown in the DVD. She taught her in 6th grade and shared a little about her experience with Danielle. She gave kudos to the Special Education teachers in the District for working so well with Danielle and said she could see how far Danielle has come.

11.5 Members of the Board

Board Members spoke about:

- Mr. Silbiger informed Roy Gonzalez that he enjoys when the Student Representatives share information about the school and take information back to the school from the meetings. Mr. Silbiger was hoping to see the item regarding traffic around the school sites on the agenda to get feedback. He thinks Mr. Mielke's point is important regarding Culver Park. He thinks it is a fair request from the teachers to know if Culver Park's current location is permanent. Mr. Silbiger would like to see the following items agendized: 1) Intra-District Permits because he has received calls from parents about their children not being able to get into some of the schools; 2) Immersion at the secondary level. He thinks it would be beneficial for the Board to discuss the end goals of the program and find out if staff is clear on the Boards' vision; 3) The reserves. Mr. Silbiger thinks it is time to have a conversation regarding spending. He thanked staff for last Tuesday's meeting and it really showed how many questions the community still had.
- Ms. Siever agrees with Mr. Silbiger on hearing a report on intra-district permits. She also agrees with him on the location of Culver Park and feels if its current location is where it is going to be than that decision needs to be made. She stated that the workshop last week regarding the bond was excellent. The agenda and the questions were great. Ms. Siever thanked Mr. LaRose for a wonderful work study session. She stated that it was nice that CCHS scored the first touchdown on the new field and she shared a story about when her son was on the football team at the High School. She feels that the District is moving forward productively. Ms. Siever told Mr. Gonzalez that his report was great and stated that he going to have a great year. She commended him on his maturity.

- Ms. Goldberg told Mr. Gonzalez that he did a very good report and he is very charming. She is interested in AVPA so if there is anything regarding AVPA she would like to hear it in his report. Ms. Goldberg stated that the Natatorium is also a concern of hers. She stated that Common Core should be a pilot. Otherwise, the way it is planned now she feels is horrible and thinks that there has got to be a division with the Federal Government and Local Government. In the long run, we still have to comply. She would also like to hear a presentation from the Environmental Sustainability Committee soon.
- Ms. Chardiet welcomed Mr. Gonzalez and said she would like to piggyback on Mr. Silbiger's requests. She is again requesting a data dashboard in order to have some of these conversations that he requested. She asked if the Board could see what the SchoolCity program looks like. If the program is just student data it won't include certain information. Ms. Chardiet would like to include "Scholars" to the agenda. Culver Park is going to be someone's permanent site so the Board should move along with the hedges. She said she heard that at Farragut there was a parent that bought an air conditioning unit for the school and the Board said they cannot use it.
- Ms. Paspalis stated that the Friday night dedication was great, and the meeting last Tuesday was fabulous. She thinks the first thing that needs to happen regarding the bond is a timeline.

13. Recess

The Board recessed at 9:35 and reconvened at 9:45

12. Information Items

12.1 2012-2013 Unaudited Actuals

Sean Kearney, Director of Fiscal Services, presented the Unaudited Actuals to the Board. David Mielke wanted to make sure that on our reserves we are at five percent and we have about \$12 million dollars. He stated that we use to negotiate that anything over three percent would get discussed in negotiations. Mr. Silbiger stated the hopes the next time the Board gets a report that CBAC gets a copy. He saw the amount we are giving to benefits has actually decreased which means the employees are paying more since premiums have gone up. Ms. Paspalis commended Ms. Debbie Hamme in her assistance with reviewing the dental benefits and assisting in getting the District a better plan.

12.2 2012-2013 Board Goals Update and 2013-2014 Areas of Focus

In the interest of time Ms. Paspalis stated that the Board agreed to pull this item and place it on the next agenda.

14. Action Items

14.1 Superintendent's Items

14.1a Approval of Amended Superintendent's Contract

Ms. Paspalis stated that effective date should September 10, 2013; that paragraph C under section III Compensation & Benefits is removed; and that word "policy" under paragraph J section III be removed. It was moved by Ms. Siever and seconded by Ms. Chardiet that the Board approve the Amended Superintendent's Contract as revised. The motion was unanimously approved.

14.2 Education Services Items

14.2a Approval is Recommended for the Supplemental Educational Services 2013-2014 Master Contract, pursuant to the No Child Left Behind Act, and Delegation of Authority to Superintendent or his Representative to enter into Contracts with Supplemental Educational Services (SES) Providers

It was moved by Ms. Goldberg and seconded by Ms. Chardiet that the Board approve the Supplemental Educational Services 2013-2014 Master Contract, pursuant to the No Child Left Behind Act, and Delegation of Authority to Superintendent or his Representative to enter into Contracts with Supplemental Educational Services (SES) Providers as presented. The motion was unanimously approved.

14.3 Business Services Items

14.3a Approval is Recommended for the 2012-2013 Unaudited Actuals

It was moved by Ms. Siever and seconded by Ms. Goldberg that the Board approve the 2012-2013 Unaudited Actuals as presented. The motion was unanimously approved.

14.3b Approval is Recommended for the Addendum to the Architectural Agreement with Westberg + White

This item was pulled from the agenda.

14.3c Approval is Recommended for the Agreement with School Innovations

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve the Agreement with School Innovations as presented. The motion was unanimously approved.

14.4 Personnel Items - None

15. Board Business

15.1a Naming of Facilities

Mr. LaRose explained that the policy and process was reviewed and he suggested to the Board who might serve on an Advisory Committee. He also spoke with Dylan Farris to obtain any suggestions. Mr. LaRose recommended we move forward on the Board's direction. Mr. Silbiger would add that any Board members who would want to nominate a person be included. Ms. Paspalis directed staff to have an Action Item on the September 24th agenda to name the athletic complex and wants the Superintendent to get a Superintendent's advisory committee together for the naming of facilities.

Adjournment

There being no further business, it was moved by Ms. Chardiet, seconded by Mr. Silbiger and unanimously approved to adjourn the meeting. Board President Ms. Paspalis adjourned the meeting at 10:20 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

9.2 PURCHASE ORDERS AND WARRANTS

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

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

Purchase order grand total from September 1, 2013 through September 14, 2013 is \$822,905.83. Warrants issued for the period August 19, 2013 through September 11, 2013 total \$9,685,603.08. This includes \$6,279,182.00 in commercial warrants, and \$3,406,421.08 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION: That purchase orders from September 1, 2013 through September 14, 2013 in the amount of \$822,905.83 and warrants for August 19, 2013 through September 11, 2013 in the amount of \$9,685,603.08 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 1
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

Report ID: LAPO009C
 District: 64444
 Purchase Orders/Buyouts To The Board for Ratification From : 9/1/2013 To 9/14/2013
 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
09/10/13	61034M	A		09/10/2013	ONE STOP ROOTER & PLUMBING	REPAIRS - OTHER	61034M	01.0	81500.0	00000	81100	5630	0005040	13-14		500.00	500.00
09/09/13	61187EF	A		09/09/2013	NICK RAIL MUSIC	INSTRUCTIONAL SUPPLIES	Ei Rincon Elementary 61187EF	01.0	90127.0	11100	10000	4310	2040000	13-14		248.41	248.41
09/09/13	61189EF	A		09/09/2013	NICK RAIL MUSIC	INSTRUCTIONAL SUPPLIES	La Bailona Elementary 61189EF	01.0	90127.0	11100	10000	4310	2060000	13-14		217.91	217.91
09/09/13	61190EF	A		09/09/2013	NICK RAIL MUSIC	INSTRUCTIONAL SUPPLIES	Farragut Elementary 61190EF	01.0	90127.0	11100	10000	4310	2050000	13-14		217.91	217.91
09/09/13	61191EF	A		09/09/2013	NICK RAIL MUSIC	INSTRUCTIONAL SUPPLIES	Linwood Howe Elementary 61191EF	01.0	90127.0	11100	10000	4310	2020000	13-14		146.00	146.00
09/06/13	61193EF	A		09/06/2013	CDW-G	INSTRUCTIONAL SUPPLIES	Undistributed CCEP 61193EF	01.0	90127.0	00000	27000	4310	0000000	13-14		852.47	852.47
09/04/13	61194EF	A		09/04/2013	FOLLETT LIBRARY RESOURCES	BOOKS	Farragut Elementary 61194EF	01.0	90127.0	11100	10000	4210	2050000	13-14		1,179.07	1,179.07
09/09/13	61195EF	A		09/09/2013	NICK RAIL MUSIC	INSTRUCTIONAL SUPPLIES	Undistributed CCEP 61195EF	01.0	90127.0	11100	10000	4310	0000000	13-14		108.95	108.95
09/05/13	61742	A		09/05/2013	HENRY SCHEIN, INC.	NURSING SUPP/EQUIP	Pupil Services 61742	01.0	00000.0	00000	31400	4350	0004020	13-14		415.14	415.14

Stat: P=Pending, A=Active, C=Completed, X=Canceled * Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 2
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

9/1/2013 To 9/14/2013

Report ID: LAP0009C
 District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
09/03/13	61755	A		09/03/2013	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS 09/03/2013	61755	01.0	00000.0	00000	27000	5630	2020001	13-14		795.00	795.00
						COMPLETE BUSINESS SYSTEMS										795.00	
09/03/13	61756	A		09/03/2013	SCHOLASTIC NEWS	SUBSCRIPTIONS 09/03/2013	Ei Rincon Elementary 61756	01.0	07395.0	11100	10000	4310	2040000	13-14		772.18	772.18
						SCHOLASTIC NEWS										772.18	
09/05/13	61758	C		09/05/2013	SCHOOLCITY, INC.	CONTRACTED SERVICES 09/05/2013	61758	01.0	00000.0	00000	21000	5810	0004000	13-14		31,964.00	31,964.00
						SCHOOLCITY, INC.										31,964.00	
09/05/13	61759	A		09/05/2013	WOODWIND & BRASSWIND	INSTRUCTIONAL SUPPLIES 09/05/2013	61759	01.0	90126.0	11100	10000	4310	0004030	13-14		1,356.72	1,356.72
						WOODWIND & BRASSWIND										1,356.72	
09/03/13	61760	A		09/03/2013	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS 09/03/2013	61760	01.0	00000.0	11100	10000	5630	3010000	13-14		795.00	795.00
						COMPLETE BUSINESS SYSTEMS										795.00	
09/05/13	61761	C		09/05/2013	ENCHANTED LEARNING, LLC	SUBSCRIPTIONS 09/05/2013	61761	01.0	30100.0	11100	10000	4313	2060000	13-14		125.00	125.00
						ENCHANTED LEARNING, LLC										125.00	
09/03/13	61762	A		09/03/2013	NEILMARQ CORPORATION	JANITORIAL SUPP/EQUIP 09/03/2013	61762	01.0	00000.0	00000	81000	4370	3010000	13-14		2,000.00	2,000.00
						NEILMARQ CORPORATION										2,000.00	
09/05/13	61766	A		09/06/2013	REDWOOD PRESS	OFFICE SUPPLIES 09/05/2013	61766	01.0	00000.0	00000	27000	4350	0004030	13-14		575.29	575.29
						REDWOOD PRESS										575.29	
						Educational Services		01.0	00000.0	00000	27000	4350	0004000	13-14		1,150.56	1,150.56
						Pupil Services		01.0	00000.0	00000	27000	4350	0004020	13-14		575.29	575.29
						REDWOOD PRESS										2,301.14	2,301.14
09/03/13	61767	A		09/03/2013	BIG 5 SPORTING GOODS CORP.	SPORTING GOODS 09/03/2013	61767	25.0	00000.0	00000	85000	4400	2050000	13-14		2,000.00	2,000.00
						BIG 5 SPORTING GOODS CORP.										2,000.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled * Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 3
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

Report ID: LAPO009C
 District: 64444
 Purchase Orders/Buyouts To The Board for Ratification From : 9/1/2013 To 9/14/2013
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Change	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
09/03/2013							09/03/2013	61767	BIG 5 SPORTING GOODS CORP.								2,000.00	
09/04/13	61768	A		09/05/2013	PICO PARTY RENTS		EQUIPMENT RENTAL/LEASE 09/04/2013	Culver City High School 61768	01.0	00000.0	00000	27000	5610	4010000	13-14		500.00	
09/05/13	61769	A		09/05/2013	DELL COMPUTER CORP.		COMPUTER SUPP/EQUIP 09/05/2013	Human Resources 61769	01.0	00000.0	00000	74000	4410	0003000	13-14		1,031.88	
09/04/13	61770	C		09/04/2013	ENCORP		CONTRACT SERVICES RENDERED 09/04/2013	Culver City High School 61770	40.0	00000.0	00000	85000	6280	4010000	13-14		1,504.00	
09/05/13	61771	A		09/05/2013	LEAPS...n...BOUNDZ		CONTRACTED SERVICES 09/05/2013	Special Education 61771	01.0	33100.0	57500	39000	5890	0004040	13-14		5,140.00	
09/05/13	61772	C		09/05/2013	STEPHANIE HINSHON		CONTRACT SERVICES RENDERED 09/05/2013	Special Education 61772	01.0	33100.0	57500	39000	5890	0004040	13-14		300.00	
09/05/13	61773	A		09/05/2013	HOME DEPOT CREDIT SERVICES		INSTRUCTIONAL SUPPLIES 09/05/2013	Security 61773	01.0	00000.0	00000	83000	4310	0001050	13-14		500.00	
09/05/13	61774	A		09/05/2013	COMPLETE BUSINESS SYSTEMS		MAINTENANCE AGREEMENTS 09/05/2013	EI Marino 61774	01.0	00000.0	00000	27000	5630	2030001	13-14		795.00	
09/05/13	61776	A		09/05/2013	KNOTTTS BERRY FARM		FIELD TRIPS 09/05/2013	Office of Child Development 61776	12.0	50250.0	85000	10000	5816	0000002	13-14		2,060.00	
							09/05/2013			12.0	90284.0	85000	10000	5816	0000002	13-14		2,060.00
																		4,120.00

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 4
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

Report ID: LAPO009C
 District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 9/1/2013 To 9/14/2013
 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	Schl/Loc	BP	Distrib	Amount	PO Amt	
09/05/13	61777	A		09/05/2013	D & D SECURITY RESOURCES, INC.	COMPUTER SUPP/EQUIP 09/05/2013	CCUSD Academy 61777	01.0	00000.0	11100	10000	4410	6010000	13-14		120.38	120.38	
																		120.38
09/06/13	61778	A		09/06/2013	CDW-G	OFFICE SUPPLIES 09/06/2013	Superintendent's Office 61778	01.0	00000.0	00000	71000	4350	0001000	13-14		852.47	852.47	
																		852.47
09/09/13	61779	C		09/09/2013	PITNEY BOWES BANK INC.	COMMUNICATION SUPP/EQUIP 09/09/2013	Purchasing 61779	01.0	00000.0	00000	73000	5910	0005030	13-14		20,000.00	20,000.00	
																		20,000.00
09/10/13	61780	A		09/10/2013	GRAINGER	VENTILATING SYSTEMS 09/10/2013	Undistributed Gen'l Admin 61780	01.0	00000.0	11100	10000	4400	0000000	13-14		20,923.87	20,923.87	
																		20,923.87
09/10/13	61781	C		09/10/2013	SCHOOL SERVICES OF CALIFORNIA, INC.	CONFERENCE AND TRAVEL 09/10/2013	Fiscal Services 61781	01.0	00000.0	00000	73002	5220	0005010	13-14		175.00	175.00	
																		175.00
09/10/13	61782	A		09/10/2013	PARVIZ PRINTING COMPANY, INC.	OFFICE SUPPLIES 09/10/2013	Superintendent's Office 61782	01.0	00000.0	00000	71000	4350	0001000	13-14		195.68	195.68	
																		195.68
09/10/13	61783	A		09/10/2013	HEARTLAND PAYMENT SYSTEMS	CONTRACTED SERVICES 09/10/2013	Undistributed FS 61783	13.0	53100.0	00000	37000	5890	0000000	13-14		405.00	405.00	
																		405.00
09/10/13	61784	A		09/10/2013	DANNIS WOLIVER KELLEY	LEGAL SERVICES 09/10/2013	Superintendent's Office 61784	01.0	00000.0	00000	71000	5820	0001000	13-14		5,000.00	5,000.00	
																		5,000.00
09/09/13	61785	A		09/09/2013	CDW-G	INSTRUCTIONAL SUPPLIES 09/09/2013	Culver City Middle School 61785	01.0	00000.0	11100	10000	4310	3010001	13-14		150.32	150.32	
																		150.32

Stat: P=Pending, A=Active, C=Completed, X=Canceled
 * Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 5
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

9/1/2013 To 9/14/2013

Report ID: LAPO009C
 District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
09/09/13	61786	A		09/09/2013	ACI COMMUNICATIONS,	COMPUTER SUPP/EQUIP	Technology	01.0	00000.0	00000	77000	4410	0005020	13-14	1,458.41		
09/09/2013					ACI COMMUNICATIONS, INC.		61786	01.0	00000.0	00000	77000	5630	0005020	13-14	856.53		2,314.94
09/13/13	61787	A		09/13/2013	VIRCO MFG CORP	FURNITURE, SCHOOL	Undistributed	01.0	00000.0	11100	10000	4400	0000000	13-14	603.25		
09/09/2013					VIRCO MFG CORP		61787	01.0	00000.0	00000	10000	4400	0000000	13-14	603.25		603.25
09/10/13	61788	C		09/10/2013	ASCD	MEMBERSHIPS	Educational Services	01.0	00000.0	00000	21000	5310	0004000	13-14	219.00		
09/09/2013					ASCD		61788	01.0	00000.0	00000	21000	5310	0004000	13-14	219.00		219.00
09/09/13	61789	A		09/09/2013	SRA/MCGRAW-HILL	BOOKS	Undistributed	01.0	63000.0	11100	10000	4110	0000000	13-14	4,306.58		
09/09/2013					SRA/MCGRAW-HILL		61789	01.0	63000.0	11100	10000	4110	0000000	13-14	4,306.58		4,306.58
09/09/13	61790	A		09/09/2013	SRA/MCGRAW-HILL	BOOKS	Undistributed	01.0	63000.0	11100	10000	4110	0000000	13-14	5,451.49		
09/09/2013					SRA/MCGRAW-HILL		61790	01.0	63000.0	11100	10000	4110	0000000	13-14	5,451.49		5,451.49
09/10/13	61791	C		09/10/2013	FAGEN FRIEDMAN & FULFROST, LLP	CONFERENCE AND TRAVEL	Special Education	01.0	56400.0	00000	21000	5220	0004040	13-14	300.00		
09/09/2013					FAGEN FRIEDMAN & FULFROST, LLP		61791	01.0	56400.0	00000	21000	5220	0004040	13-14	300.00		300.00
09/11/13	61794	C		09/11/2013	TREASURER, UNITED STATES OF	CONTRACT SERVICES RENDERED	Undistributed	01.0	00000.0	00000	72000	5890	0000000	13-14	39,238.00		
09/09/2013					TREASURER, UNITED STATES OF AMERICA		61794	01.0	00000.0	00000	72000	5890	0000000	13-14	39,238.00		39,238.00
09/12/13	61795	A		09/12/2013	NCJOA	CONFERENCE AND TRAVEL	Security	01.0	00000.0	00000	83000	5220	0001050	13-14	190.00		
09/09/2013					NCJOA		61795	01.0	00000.0	00000	83000	5220	0001050	13-14	190.00		190.00
09/12/13	61796	A		09/12/2013	LACOE	CONFERENCE AND TRAVEL	Security	01.0	00000.0	00000	83000	5220	0001050	13-14	90.00		
09/09/2013					LACOE		61796	01.0	00000.0	00000	83000	5220	0001050	13-14	90.00		90.00

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

* Prior Year Payments

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

Page No. **6**
Run Date: **09/14/2013**
Run Time: **04:28:04AM**
FY: **13-14**
WEEKLY

Report ID: **LAPO009C**
District: **64444**
Purchase Orders/Buyouts To The Board for Ratification From : **9/1/2013 To 9/14/2013**
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	Amount	PO Amt
09/12/13	61797	A		09/12/2013	L.A. COUNTY OFFICE OF EDUCATION	CONFERENCE AND TRAVEL 09/12/2013	Culver City High School 61797	01.0	07395.0	11100	10000	5220	4010000	13-14	700.00	
09/12/13	61798	A		09/12/2013	COMPLETE BUSINESS SYSTEMS	INSTRUCTIONAL SUPPLIES 09/12/2013	El Marino Language 61798	01.0	73950.0	11100	10000	4310	2030000	13-14	3,555.20	
09/11/13	61799	A		09/11/2013	MCGRRAW HILL CO	BOOKS 09/11/2013	Adult School 61799	11.0	90139.0	41100	10000	4110	0000010	13-14	116.03	
09/11/13	61800	A		09/11/2013	CDW-G	SOFTWARE 09/11/2013	Adult School 61800	11.0	06390.0	41100	27000	4340	0000010	13-14	247.38	
09/11/13	61801	X	1	09/13/2013	FLANNERY COMPANY	BOOKS 09/11/2013	Adult School 61801	11.0	90139.0	41100	10000	4110	0000010	13-14	420.26	
09/13/13	61802	A		09/13/2013	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES 09/13/2013	Office of Child Development 61802	12.0	61052.0	85000	10000	4310	0000002	13-14	695.51	
09/12/13	61803	A		09/12/2013	ACI COMMUNICATIONS,	COMPUTER SUPP/EQUIP 09/12/2013	Technology 61803	01.0	00000.0	00000	77000	5630	0005020	13-14	1,689.40	
09/12/13	61804	A		09/12/2013	ASSOCIATION OF CALIFORNIA	MEMBERSHIPS 09/12/2013	Educational Services 61804	01.0	00000.0	00000	21000	5310	0004000	13-14	1,675.00	
09/12/13	61805	A		09/12/2013	THERAPY IN ACTION	CONTRACTED SERVICES 09/12/2013	Special Education 61805	01.0	65000.0	57520	11360	5810	0004040	13-14	450.00	
															3,928.83	
															1,675.00	
															450.00	

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

* Prior Year Payments

Board List Purchase Order Report
 CULVER CITY UNIFIED SD

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
09/12/13	61806	A		09/12/2013	SANTA MONICA-MALIBU USD	CONTRACT SERVICES RENDERED 09/12/2013	Special Education 61806	01.0	65000.0	57520	11950	5890	0004040	13-14		68,000.00	68,000.00
					SANTA MONICA-MALIBU USD											68,000.00	
09/12/13	61807	A		09/12/2013	STEWART LIEBIG & LESLIE ROSDOL	CONTRACT SERVICES RENDERED 09/12/2013	Special Education 61807	01.0	33100.0	57500	39000	5890	0004040	13-14		25,000.00	25,000.00
					STEWART LIEBIG & LESLIE ROSDOL											25,000.00	
09/12/13	61808	A		09/12/2013	APPLE INC.	COMPUTER SUPP/EQUIP 09/12/2013	Special Education 61808	01.0	33100.0	57700	11100	4410	0004040	13-14		476.91	476.91
					APPLE INC.											476.91	
09/12/13	61809	A		09/12/2013	APPLE INC.	INSTRUCTIONAL SUPPLIES 09/12/2013	Special Education 61809	01.0	33100.0	57700	11100	4310	0004040	13-14		245.00	245.00
					APPLE INC.											245.00	
09/12/13	61810	A		09/12/2013	ADVANCED MULTIMEDIA	COMPUTER SUPP/EQUIP 09/12/2013	Special Education 61810	01.0	33100.0	57700	11100	4410	0004040	13-14		317.18	317.18
					ADVANCED MULTIMEDIA											317.18	
09/12/13	61811	A		09/12/2013	LINDAMOOD-BELL LEARNING	CONTRACT SERVICES RENDERED 09/12/2013	Special Education 61811	01.0	65000.0	57700	11360	5810	0004040	13-14		654.00	654.00
					LINDAMOOD-BELL LEARNING PROCESSES											654.00	
09/13/13	61812	A		09/13/2013	ADVANCED MULTIMEDIA	REPAIRS - OTHER 09/13/2013	Special Education 61812	01.0	33100.0	57700	11100	5630	0004040	13-14		80.00	80.00
					ADVANCED MULTIMEDIA											80.00	
09/12/13	61813	A		09/12/2013	AZZ EDUCATIONAL ADVOCATES	CONTRACT SERVICES RENDERED 09/12/2013	Special Education 61813	01.0	33100.0	57500	39000	5890	0004040	13-14		7,500.00	7,500.00
					AZZ EDUCATIONAL ADVOCATES											7,500.00	
09/12/13	61814	A		09/12/2013	LAGUNA CLAY CO.	INSTRUCTIONAL SUPPLIES 09/12/2013	Culver City High School 61814	01.0	00000.0	16001	10000	4310	4010000	13-14		3,000.00	3,000.00
					LAGUNA CLAY CO.											3,000.00	

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 8
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

9/1/2013 To 9/14/2013

Report ID: LAP0009C
 District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
09/12/13	61815	A		09/12/2013	TROXELL COMMUNICATIONS	INSTRUCTIONAL SUPPLIES	Special Projects 61815	01.0	58200.0	11100	10000	4310	0004030	13-14		75.12	75.12
09/12/13	61816	A		09/12/2013	XEROX CORPORATION	INSTRUCTIONAL SUPPLIES	High School 61816	01.0	00000.0	11100	10000	4310	4010001	13-14		1,130.04	1,130.04
09/12/13	61817	A		09/13/2013	ENCORP	CONTRACT SERVICES RENDERED	Undistributed Bus SVCS 61817	01.0	00000.0	00000	81000	5890	0000000	13-14		1,456.00	1,456.00
09/12/13	61818	A		09/12/2013	LAKESHORE LEARNING	OFFICE SUPPLIES	Undistributed LB 61818	01.0	00000.0	00000	37000	4400	0000000	13-14		1,815.24	1,815.24
09/12/13	61819	A		09/12/2013	SPORT SUPPLY GROUP, INC.	ATHLETIC SUPP/EQUIP	Undistributed LB 61819	01.0	00000.0	00000	37000	4400	0000000	13-14		952.66	952.66
09/12/13	61820	A		09/12/2013	ENCORP	CONSTRUCTION SUPP/EQUIP	Culver Park High School 61820	40.0	00000.0	00000	85000	6280	5010000	13-14		1,403.00	1,403.00
09/12/13	61821	A		09/13/2013	SANCHEZ TROPHIES & ENGRAVING	INSTRUCTIONAL SUPPLIES	Undistributed Bus SVCS 61821	01.0	00000.0	00000	27000	4310	0000000	13-14		1,525.11	1,525.11
09/12/13	61822	A		09/12/2013	REDWOOD PRESS	OFFICE SUPPLIES	Special Projects 61822	01.0	42010.0	00000	21000	4350	0004030	13-14		665.00	665.00
09/12/13	61823	A		09/12/2013	MELROSEMAC, INC.	COMPUTER SUPP/EQUIP	Culver City High School 61823	01.0	07395.0	11100	10000	4410	4010000	13-14		308.79	308.79
09/13/13	61824	A		09/13/2013	CDW-G	COMPUTER SUPP/EQUIP	Culver City High School 61824	01.0	07395.0	11100	10000	4410	4010000	13-14		1,625.25	1,625.25

Stat: P=Pending, A=Active, C=Completed, X=Canceled * Prior Year Payments

Board List Purchase Order Report

CULVER CITY UNIFIED SD

Page No. 9
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
 WEEKLY

9/1/2013 To 9/14/2013

Report ID: LAPO009C

District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
09/13/2013					CDW-G		61824	CDW-G								1,625.25	
09/12/13	61825	A		09/12/2013	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Culver City High School	01.0	07395.0	11100	10000	4410	4010000	13-14		6,718.92	
09/12/2013					DELL COMPUTER CORP.		61825	DELL COMPUTER CORP.								6,718.92	
09/13/13	61826	A		09/13/2013	CDW-G	COMPUTER SUPP/EQUIP	Culver City High School	01.0	07395.0	11100	10000	4410	4010000	13-14		1,747.96	
09/13/2013					CDW-G		61826	CDW-G								1,747.96	
09/13/13	61827	A		09/13/2013	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Culver City High School	01.0	07395.0	11100	10000	4410	4010000	13-14		14,358.29	
09/13/2013					DELL COMPUTER CORP.		61827	DELL COMPUTER CORP.								14,358.29	
09/12/13	61829	A		09/12/2013	ATKINSON, ANDELSON, LOYA,	LEGAL SERVICES	Business Services	01.0	00000.0	00000	73000	5820	0005000	13-14		5,000.00	
09/12/2013					ATKINSON, ANDELSON, LOYA, RUUD & ROMO		61829	ATKINSON, ANDELSON, LOYA, RUUD & ROMO								5,000.00	
09/12/13	61830	A		09/12/2013	SUMMIT SPEECH PATHOLOGIST	CONTRACTED SERVICES	Special Education	01.0	65000.0	57700	11901	5810	0004040	13-14		474,550.00	
09/12/2013					SUMMIT SPEECH PATHOLOGIST SERVICES		61830	SUMMIT SPEECH PATHOLOGIST SERVICES								474,550.00	
09/13/13	61831	A		09/13/2013	FREESTYLE SALES CO	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	00000.0	16001	10000	4310	4010000	13-14		566.39	
09/13/2013					FREESTYLE SALES CO		61831	FREESTYLE SALES CO								566.39	
09/12/13	61832	A		09/12/2013	KARI THOMPSON	CONTRACTED SERVICES	Special Education	01.0	65000.0	57520	11360	5810	0004040	13-14		1,600.00	
09/12/2013					KARI THOMPSON		61832	KARI THOMPSON								1,600.00	
09/04/13	62638	A		09/04/2013	JOHN LUCAS	CONTRACTED SERVICES	Undistributed Se1pa	01.7	65000.0	50500	22000	5850	0000000	13-14		12,450.00	
09/04/2013					JOHN LUCAS		62638	JOHN LUCAS								12,450.00	
09/09/13	62639	A		09/09/2013	SHEA CUNNINGHAM	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	74000	5810	0003000	13-14		75.00	
09/09/2013					SHEA CUNNINGHAM											75.00	

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 10
 Run Date: 09/14/2013
 Run Time: 04:28:04AM
 FY: 13-14
WEEKLY

Report ID: LAPO009C
 District: 64444
 Purchase Orders/Buyouts To The Board for Ratification From : 9/1/2013 To 9/14/2013
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dep/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/09/13	62640	A		09/09/2013	KARLA VEGA	CONTRACTED SERVICES 09/09/2013	62639	01.0	00000.0	00000	74000	5810	0003000	13-14	2,400.00	75.00
						Human Resources 62640									2,400.00	
															2,400.00	
09/12/13	62641	A		09/12/2013	SYNECTICS, LLD	CONTRACTED SERVICES 09/12/2013	62641	01.0	07393.0	00000	27000	5850	0000000	13-14	15,000.00	15,000.00
						Undistributed LB/Security 62641									15,000.00	
															15,000.00	

Total by District : 64444 822,905.83 822,905.83

End of Report LAPO009C

NONPUBLIC SCHOOLS:
APPROVED YTD: \$975,392.00

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

COMMERCIAL WARRANTS

AUGUST 19, 2013 - SEPT. 11, 2013	\$	6,279,182.00
----------------------------------	----	--------------

PAYROLL WARRANTS

AUGUST 19, 2013 - SEPT. 11, 2013	\$	3,406,421.08
----------------------------------	----	--------------

TOTAL:	\$	<u>9,685,603.08</u>
--------	----	---------------------

BOARD REPORT

9/24/13

9.3

9.3 Approval is Recommended for Acceptance of Gifts – Donations

Board Policy 3290 states the Governing Board may accept any bequest or gift of money or property on behalf of the District that is consistent with the District's vision and philosophy. All gifts, grants, and bequests become District property. The following item has been donated for use in the District:

<u>Location</u>	<u>Donor/Item(s) Donated</u>
El Rincon School	Rose Anne Segal 5 reams of paper, 7 binders and 14 stacking trays
El Marino School	Addison Pan 44 reams of paper
Office of Child Development	Carpet Hill Corporation 73 yards of carpeting for Linwood E. Howe Preschool
CCUSD c/o Pupil Services	Shoes for the Homeless, Inc. c/o Mrs. Rosalind La Briola 22 pairs of shoes and 34 pairs of boots for homeless students
	Culver Palms Church of Christ c/o Mark Manasse 16 backpacks for homeless students
	Focus North America, Lace Up Program 97 pairs of shoes for homeless students
CCUSD c/o Business Services	Steve Adams Ferguson Heating & Cooling One Trane HVAC system for El Marino
RECOMMENDED MOTION:	That the Board accept with appreciation the gift listed.
Moved by:	Seconded by:
Vote:	

BOARD REPORT

9.4 Financial Implication for Certificated Services Report No. 4

Total Fiscal Impact per Funding Source:

CCEF Grant	\$ 2,200.00
General Fund	\$ 8,038.19
General Fund – Coaching & Special Assignments	\$ 25,538.19
General Fund – Educational Services	\$ 2,142.00
General Fund – Special Education	\$ 214.20
General Fund – Staff Development	\$ 1,285.20
Los Angeles County Office Regional Occupational Program (LACOROP)- CTE	\$ 3,027.65
Panther Partners	\$ 6,559.07
School Improvement	\$ 18,019.80
Title I	\$ 1,785.00

BOARD REPORT

9.4 Certificated Personnel Services Report No. 4 – Page 2

I. Authorization and Ratification of Employment - continued

G. Extra Assignment – Linwood, Provide Support to Substitute Teacher
Effective May 14, 2013 through June 18, 2013 at \$35.70 per hour, not to exceed 6 hours
Funding Source: General Fund – Special Education
Total Cost: \$214.20

1. Hodge, Amy

H. Extra Assignment – La Ballona, Professional Development Leadership Team
Effective August 20, 2013 at \$35.70 per hour, not to exceed 4 hours per teacher
Funding Source: General Fund - Staff Development
Total Cost:

- | | |
|----------------------|--------------------|
| 1. Arancibia, Debra | 6. Rosales, Susan |
| 2. Coelho, Isabel | 7. Shulman, Marcia |
| 3. Jensen, Sara | 8. Uhe, Christina |
| 4. Mendez-Tobar, Ana | 9. Uyeda, Debbie |
| 5. Proctor, Ira | |

I. Extra Assignment – Middle School, Multicultural Coordinator
Effective February 1, 2014 through March 31, 2014 at \$1,486.00 stipend
Funding Source: Coaching & Special Assignments
Total Cost: \$1,486.00

1. Scott, Gloria

J. Extra Assignment – Middle School, Special Assignments
Effective August 21, 2013 through June 13, 2014 at stated stipend per teacher
Funding Source: Coaching & Special Assignments
Total Cost: \$8,806.00

- | | | |
|--------------------|---------------------------------|--------------------|
| 1. Azad, Mark | Intramural Sports Coordinator | \$2,476.00 stipend |
| 2. Morris, Ruth | GATE Co-Coordinator | \$2,062.66 stipend |
| 3. Morris, Ruth | Student Court Sponsor | \$1,857.00 stipend |
| 4. Ross, David | GATE Co-Coordinator | \$1,031.34 stipend |
| 5. Sablan, Angelo | Athletic Director | \$2,745.00 stipend |
| 6. Vielman, Monica | Advisor Associated Student Body | \$2,616.00 stipend |
| 7. Vielman, Monica | Yearbook and Newspaper Advisor | \$1,239.00 stipend |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 4 – Page 3

I. Authorization and Ratification of Employment - continued

**K. Extra Assignments – Middle School, Technology Team Member
Effective August 21, 2013 through June 13, 2014 at \$35.70 per hour, not to exceed
10 hours per teacher
Funding Source: School Improvement
Total Cost: \$714.00**

1. Ross, David
2. Teetzel, Todd

**L. Extra Assignment – Middle School, Co-team Leaders
Effective August 21, 2013 through June 13, 2014 at \$500.00 stipend to be paid in
equal installments per teacher
Funding Source: School Improvement
Total Cost: \$2,000.00**

- | | |
|--------------------|----------------------|
| 1. Collett, Andrew | 3. Vandever, Emily |
| 2. Takahashi, Ai | 4. Washington, David |

**M. Extra Assignment – Middle School, Team Leaders
Effective August 21, 2013 through June 13, 2014 at \$1,000.00 stipend to be paid in equal
installments per teacher
Funding Source: School Improvement
Total Cost: \$7,000.00**

- | | |
|-------------------------|--------------------|
| 1. Allen, Arlis | 5. Peters, Crystal |
| 2. Daggett, Carlene | 6. Tatum, Kenji |
| 3. Green-Bratton, Cathi | 7. Young, Erica |
| 4. Hurtado, Raul | |

**N. Extra Assignment – Middle School, After School Program
Effective September 16, 2013 through December 20, 2013 at \$35.70 per hour, not to exceed
stated hours per week for each teacher
Funding Source: Panther Partners
Total Cost: \$4,524.98**

- | | | | |
|-----------------------|-----------|-----------------------|---------|
| 1. Eskridge, Patricia | .75 hours | 5. Takahashi, Ai | 1 hour |
| 2. Kaye, Nancy | 2 hours | 6. Vandever, Emily | 1 hour |
| 3. Morris, Ruth | 1 hours | 7. Washington, Joseph | 2 hours |
| 4. Peters, Crystal | 2 hours | | |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 4 – Page 4

I. Authorization and Ratification of Employment - continued

- O. Extra Assignment – Middle School, After School Program Robotics Teacher
Effective September 16, 2013 through December 16, 2013 at \$35.70 per hour, not to exceed 20 hours
Funding Source: Panther Partners
Total Cost: \$714.00
1. Grime, Daniel
- P. Extra Assignment – Middle School, Binder Buddies Coordinator
Effective September 9, 2013 through June 13, 2014 at \$35.70 per hour, not to exceed 1 hour per week
Funding Source: Panther Partners
Total Cost: \$1,320.09
1. Morris, Donna
- Q. Extra Assignment – Middle School, AVID Co-Coordinators
Effective August 21, 2013 through June 13, 2014 at \$1,100.00 stipend to be paid in equal installments
Funding Source: CCEF
Total Cost: \$2,200.00
1. Groya, Julie
 2. Washington, Joseph
- R. Extra Assignment – Middle School, Saturday School Administrator
Effective September 21, 2013 through June 7, 2014 at \$75.00 per hour, not to exceed 2 hours per week
Funding Source: School Improvement
Total Cost: \$4,950.00
1. Wilson, Jocelyn
- S. Extra Assignment – Middle School, Saturday School Teacher
Effective September 7, 2013 through June 7, 2014 at \$35.70 per hour, not to exceed 64 hours
Funding Source: School Improvement
Total Cost: \$2,284.80
1. Morris, Ruth
 2. Scott, Gloria

BOARD REPORT

9.4 Certificated Personnel Services Report No. 4 – Page 5

I. Authorization and Ratification of Employment – continued

T. Extra Assignment – Middle School, CMAST Teachers
Effective September 3, 2013 through June 30, 2014 at \$35.70 per hour, not to exceed
5 hours per month for a total of 50 hours
Funding Source: Title I
Total Cost: \$1,785.00

- | | |
|---------------------|--------------------|
| 1. Balogun, Tayo | 5. Morris, Donna |
| 2. Berberich, Carol | 6. Vandever, Emily |
| 3. Collett, Robert | 7. Wilcox, Kelley |
| 4. James, Yakun | |

U. Extra Assignment – Middle School, 8th Grade Awards Coordinator
Effective April 1, 2014 through June 13, 2014 at \$35.70 per hour, not to exceed 30 hours
Funding Source: School Improvement
Total Cost: \$1,071.00

1. Wilcox, Kelley

V. Extra Assignment – High School, Peer Tutoring/Before and After School
Effective September 3, 2013 through June 13, 2014 at stated stipend
Funding Source: General Fund
Total Cost: \$17,500.00

- | | |
|--------------------|--------------------|
| 1. Dien, Jerod | \$2,500.00 stipend |
| 2. Fontijn, Mariah | \$8,000.00 stipend |
| 3. Ta, Jenny | \$7,000.00 stipend |

W. Extra Assignment – High School, Cheer Assistant Coach
Effective August 26, 2013 through June 13, 2014 at \$2,814.00 stipend
Funding Source: Coaching & Special Assignments
Total Cost: \$2,814.00

1. Shakeri, Paige

II. Leaves

- | | |
|---------------------------------------|--|
| 1. Zarrinpar, Andrea
Middle School | Child Care Leave of Absence Without Pay
From: 100 % Assignment
To: 60% Assignment
Effective August 21, 2013 through June 13, 2014 |
|---------------------------------------|--|

BOARD REPORT

9.4 Certificated Personnel Services Report No. 4 – Page 6

III. Resignations

- | | | |
|----|---|--|
| 1. | Fournier, Antoinette
BTSA Coordinator | Effective December 4, 2013
Reason: Personal Reasons |
| 2. | Graham, Jennifer
Part-Time Child Development Teacher | Effective September 13, 2013
Reason: Other Job |
| 3. | Thorne, Rika
Japanese Teacher – CCHS | Effective August 2, 2013
Reason: Personal Reasons |

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 4

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Impact for Classified Personnel Services Report No. 4

Total Funding Fiscal Impact:

Adult School Total:	\$28.76 per hour, as needed
Child Development Total:	\$11,558.00
Food Services Total:	\$98,541.84
General Fund Total:	\$5,759.47
	\$14.43 per hour, as needed
	\$14.13 per hour, as needed
Panther Partners Total:	\$4,998.00
School Improvement Total:	\$180.10

BOARD REPORT

9.5 Classified Personnel Services Report No. 4

I. Authorization, Approval & Ratification of Employment

A. Child Development

1. Instructional Assistant – Child Development
 Child Development – Extra Assignment –
 Winter/Spring Breaks, School Conference Days
 Not to exceed 50 hours
 Funding Source: Child Development
 Effective August 26, 2013 through June 13, 2014
 Total Cost: \$11,558.00

a.	Andrus, Carla	Range 11	\$15.96 per hour
b.	Bedoya, Marilyn	Range 11	\$13.75 per hour
c.	Crespin, Loretta	Range 11	\$15.96 per hour
d.	Gomez, Yolanda	Range 11	\$15.20 per hour
e.	Janacito, Ann	Range 11	\$15.96 per hour
f.	Lewis, Ameenah	Range 11	\$15.96 per hour
g.	Llosa, Silvia	Range 11	\$15.96 per hour
h.	Martinez, Ruth	Range 11	\$15.96 per hour
i.	Merlin, April	Range 11	\$15.96 per hour
j.	Núñez, Rocio	Range 11	\$14.43 per hour
k.	Orozco, Gema	Range 11	\$14.43 per hour
l.	Padilla, Jose	Range 11	\$15.96 per hour
m.	Reed, Angela	Range 11	\$13.75 per hour
n.	Roberts, Tanya	Range 11	\$15.96 per hour
o.	Sanchez, Lea	Range 11	\$15.96 per hour

B. Clerical & Fiscal

1. Garcia, Jennifer
 Substitute Clerk Typist
 District Office
 Funding Source: General Fund
 Effective September 23, 2013
 Hourly, as needed – \$14.43 per hour

2. Sims, Krysten
 Substitute Clerk Typist
 District Office
 Funding Source: General Fund
 Effective September 23, 2013
 Hourly, as needed – \$14.43 per hour

BOARD REPORT

9.5 Classified Personnel Services Report No. 4 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

C. Food Services – continued

3. Food Service Assistant – continued
 Food Services – Extra Assignment
 Not to exceed 100 hours
 Funding Source: Food Services
 Effective August 26, 2012 through June 13, 2014
 Total Cost: \$36,277.00

h.	De La Torre, Moises	Range 6	\$12.23 per hour
i.	De LaHoussaye, Dionne	Range 6	\$14.13 per hour
j.	Delgado, Lourdes	Range 6	\$12.23 per hour
k.	Estevez, Juana	Range 6	\$12.77 per hour
l.	Frias, Maria	Range 6	\$14.13 per hour
m.	Gallardo, Francisca	Range 6	\$14.13 per hour
n.	Garcia, Cindy	Range 6	\$14.13 per hour
o.	Herrera, Connie	Range 6	\$14.13 per hour
p.	Ishiguro, Takako	Range 6	\$14.13 per hour
q.	Johnson-Roque, Shamara	Range 6	\$12.23 per hour
r.	Jones, Gloria	Range 6	\$14.13 per hour
s.	Juarez, Karen	Range 6	\$12.23 per hour
t.	Montes, Yanira	Range 6	\$12.23 per hour
u.	Patrikian, Rhonda	Range 6	\$12.77 per hour
v.	Redfern, Jill	Range 6	\$14.13 per hour
w.	Rodriguez, Emeli	Range 6	\$14.13 per hour
x.	Sandoval, Lorena	Range 6	\$14.13 per hour
y.	Torres, Connie	Range 6	\$14.13 per hour
z.	Vejar, Rosalba	Range 6	\$14.13 per hour
aa.	Wheeler, Stacy	Range 6	\$14.13 per hour

D. Instructional Assistants

1. Alexander, Lynn Ontario
 Substitute Instructional Assistant
 District Office
 Funding Source: General Fund
 Effective September 9, 2013
 Hourly, as needed – \$14.13 per hour

2. Casey, David
 Substitute Instructional Assistant
 District Office
 Funding Source: General Fund
 Effective September 12, 2013
 Hourly, as needed – \$14.13 per hour

BOARD REPORT

9.5 Classified Personnel Services Report No. 4 – Page 5

I. Authorization, Approval & Ratification of Employment – continued

E. Adult School Lecturers

1. Schatz, Julie
Temporary Adult School Lecturer
Adult School
Funding Source: Adult School – Fee Based
Effective September 24, 2013
Hourly, as needed – \$28.76 per hour

F. Coaches

1. Wallace, Kandyce
Temporary Spirit Squad Coach
Middle School
Funding Source: General Fund - Athletics
Effective August 21, 2013 through
June 13, 2014
Stipend of \$2,476.00

G. Stipend Assignments

1. Gourley, Steve
Mock Trial Coordinator
Middle School
Funding Source: General Fund
Effective August 21, 2013 through
June 13, 2014
Stipend of \$2,476.00
2. Curtis, Shaina
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 1 hour per week
Funding Source: Panther Partners
Effective September 16, 2013 through
December 20, 2013
Stipend of \$35.70 per hour
Total Cost: \$499.80
3. Iles-Nelson, Cindy
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 4 hours per week
Funding Source: Panther Partners
Effective September 16, 2013 through
December 20, 2013
Stipend of \$35.70 per hour
Total Cost: \$1,999.20

BOARD REPORT

9.5 Classified Personnel Services Report No. 4 – Page 6

I. Authorization, Approval & Ratification of Employment – continued

G. Stipend Assignments – continued

4. Mora, Karol
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 1 hour per week
Funding Source: Panther Partners
Effective September 16, 2013 through
December 20, 2013
Stipend of \$35.70 per hour
Total Cost: \$499.80
5. Trank, Pamela
Temporary After School Instructor
Middle School – Panther Partners Program
Not to exceed 4 hours per week
Funding Source: Panther Partners
Effective September 16, 2013 through
December 20, 2013
Stipend of \$35.70 per hour
Total Cost: \$1,999.20

II. Authorization, Approval & Ratification of Change of Assignment

1. Gallardo, Maria
Working Out of Classification:
From: Senior Food Service Assistant
To: Cook
Food Services – High School
7.5 hours per day, school year
Funding Source: Food Services
Effective September 3, 2013 through
September 20, 2013
Range 14 – \$16.49 per hour
Total Cost: \$1,731.45
2. Delgado, Lourdes
Permanent Increase in Hours via Interview:
Food Service Assistant
Food Services – High School
From: 3 hours per day, school year
To: 3.9 hours per day, school year
Funding Source: Food Services
Effective September 25, 2013
Range 6 – \$12.23 per hour
Total Cost: \$9,444.01

BOARD REPORT

9.5 Classified Personnel Services Report No. 4 – Page 7

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

3. Cervantes, Esperanza Permanent Increase in Hours via Interview:
Food Service Assistant
Food Services – High School
From: 2 hours per day, school year
To: 3.75 hours per day, school year
Funding Source: Food Services
Effective September 25, 2013
Range 6 – \$12.23 per hour
Total Cost: \$9,080.78

III. Authorization, Approval & Ratification of Resignations

1. Maldonado, Jose School Custodian
MOT – La Ballona
Accepted position outside of district
Funding Source: General Fund
Effective September 6, 2013
Range 16 – \$3,074.05 per month
2. Wisniewski, Ingrid Instructional Assistant
Linwood Howe
3.5 hours per day, school year
Personal
Funding Source: General Fund
Effective September 5, 2013
Range 12 – \$16.37 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 4

Moved by:

Seconded by:

Vote:

BOARD REPORT

9/24/13

9.6

9.6 **Approval is Recommended for CCHS Girls Basketball Team and Girls Soccer Team Overnight Field Trips to Participate in Tournaments**

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. Board Policy 4133 states that all out-of-state travel must have Board approval.

The Culver City High School Girls Basketball Team requests approval to participate in a tournament to be held in Las Vegas, Nevada, December 26 through December 28, 2013. There will be approximately fifteen (15) players. Julian Anderson, head coach, Mark Kitabiashi, assistant coach, and two parents, Julie Ueda and Arlene Tadamaru, will chaperone. The costs will be covered by the Booster Club.

The Culver City High School Girls Soccer Team requests approval to participate in a tournament to be held in San Ramon Valley, California, December 19 through December 21, 2013. There will be approximately twenty (20) players. Scott Mair, head coach, Elizabeth Cveyich, assistant coach, and one parent, Bobby Pina, will chaperone. The Team will also visit colleges. The costs will be covered by the Team Booster Club.

RECOMMENDED MOTION: CCHS Girls Basketball Team and Girls Soccer Team Overnight Field Trips to Participate in Tournaments.

Moved by:

Seconded by:

Vote:

BOARD REPORT

9/24/13
9.7

9.7 Enrollment Report

The attached reports display enrollment information for month one of the 2013-2014 school year. The reports are presented in two formats: a monthly detail and a summary comparison.

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

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

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Enrollment Report for month one of the 2013-2014 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
District Enrollment for the 1st School Month (8/5/13 - 8/30/13)
2013 - 2014

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	143	88	78	95	68	0	472
Transitional K	22	23	0	0	23	0	68
1	133	83	92	92	63	0	463
2	127	69	99	87	91	0	473
3	134	102	93	88	65	0	482
4	127	94	104	116	93	0	534
5	124	86	96	88	84	0	478
Spec Class	0	19	0	0	36	0	55
Elementary Total	810	564	562	566	523	0	3025

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	458			0	458
7	484			0	484
8	488			0	488
9		507	0	0	507
10		504	0	3	507
11		517	12	7	536
12		464	40	8	512
Spec Class	29	32	0	0	61
Secondary Total	1459	2024	52	18	3553

Total K-12 Enrollment	6578
------------------------------	-------------

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
53	24	24	8	74	96	279

ADULT SCHOOL

Adult Basic Education	ESL	Adults with Disabilities	High School Subjects	Total
NOT IN SESSION DURING MONTH 1				0

Culver City Unified School District
Enrollment Comparison
12-13 vs 13-14

ELEMENTARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	12-13	13-14	12-13	13-14	12-13	13-14	12-13	13-14	12-13	13-14
El Marino	766	810	771		768		772		754	
El Rincon	557	564	557		555		555		551	
Farragut	562	562	557		557		558		553	
La Ballona	553	566	557		556		555		547	
Linwood Howe	541	523	548		552		549		546	
Ind. Study	0	0	0	0	0	0	0	0	0	0
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	2979	3025	2990	0	2988	0	2989	0	2951	0

SECONDARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	12-13	13-14	12-13	13-14	12-13	13-14	12-13	13-14	12-13	13-14
Middle School	1473	1459	1466		1462		1460		1449	
High School	2111	2024	2151		2106		2149		2127	
Culver Park	55	52	56		56		60		64	
Ind. Study	22	18	23		66		23		24	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3661	3553	3696	0	3690	0	3692	0	3664	0

K-12 Total	6640	6578	6686	0	6678	0	6681	0	6615	0
------------	------	------	------	---	------	---	------	---	------	---

BOARD REPORT

9/24/13

9.8

9.8 Compensation Report of the Members of the Board of Education

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

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Compensation Report for the fourth quarter of Fiscal Year 2012-2013.

Moved by:

Seconded by:

**2012-13
Quarterly Compensation and Expenditure Report
of the
Members of the Board of Education**

April 1, 2013 to June 30, 2013

Board Member	Stipend + Retro	Statutory Benefits	Health & Welfare				Quarterly Total
			Medical	Dental	Vision	Life Insurance	
Chardiet, Laura J	\$ 777.60	\$ 98.88	\$ -	\$ -	\$ -	\$ -	\$ 876.48
Goldberg, Nancy	\$ 777.60	\$ 98.88	\$ -	\$ -	\$ -	\$ -	\$ 876.48
Paspalis, Katherine	\$ 777.60	\$ 45.95	\$ 2,695.65	\$ 661.53	\$ 59.82	\$ 32.40	\$ 4,272.95
Siever, Patricia	\$ 777.60	\$ 98.88	\$ -	\$ -	\$ -	\$ 32.40	\$ 908.88
Silbiger, Karlo	\$ 777.60	\$ 98.88					\$ 876.48
TOTAL	\$ 3,888.00	\$ 441.47	\$ 2,695.65	\$ 661.53	\$ 59.82	\$ 64.80	\$ 7,811.27

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

District Cap on Benefits

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

Medical Insurance	\$8,985.48
Dental Insurance	\$2,012.50
Vision Insurance	\$199.40
Life Insurance	\$108

BOARD REPORT

10.1 Celebrating US – Summer Lunch Program Presentation

Superintendent LaRose, Julie Garcia and others will present some highlights from our Summer Lunch Program at La Ballona. Facts, Figures and testimonials of this great event will be shared.

In addition, staff will introduce “Celebrating the US in CCUSD” – a goal for monthly celebrations and acknowledgments of those who model our belief that “Success for All Takes US ALL!” This first celebration will honor those who made our Summer Program enriching, rewarding and memorable for so many children.

BOARD REPORT

9/24/13
10/2

10.2 Student Achievement Presentation


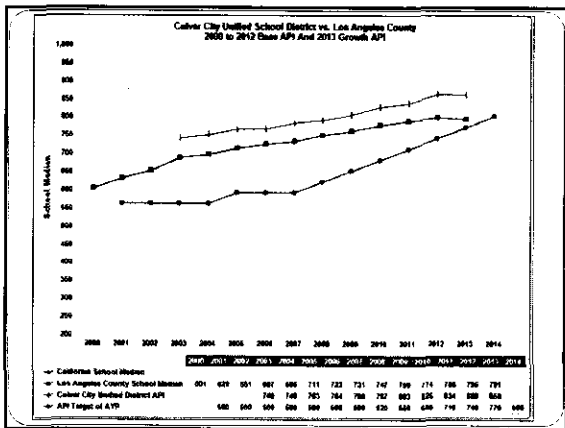
Dr. Kati Krumpke, Assistant Superintendent, Educational Services, will present information on student achievement.

Culver City Unified School District

Annual Achievement Presentation
September 24, 2013


Assessment and Evaluation

- California High School Exit Exam – CAHSEE
- California Standards Test – CST
- California Alternative Performance Assessment – CAPA
- California Modified Assessment – CMA
- Physical Fitness Test –PFT
- Early Assessment Program-EAP

Federal Accountability

- Adequate Yearly Progress - AYP
 - Proficiency (2014 goal: 100%)
 - API Growth (State goal: 800)
 - Graduation Rate (applicable only to high schools)
 - Participation Rate: 95% of all students and subgroups must participate in state testing

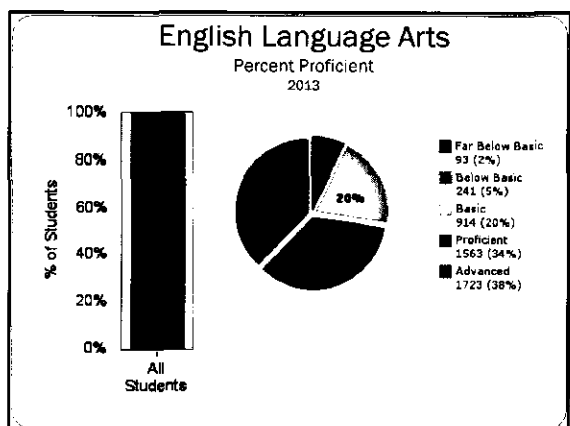


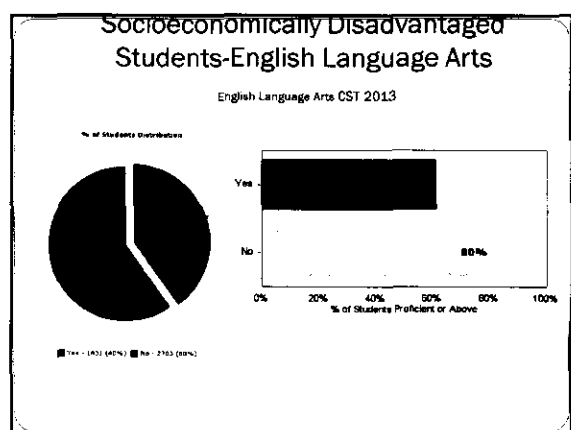
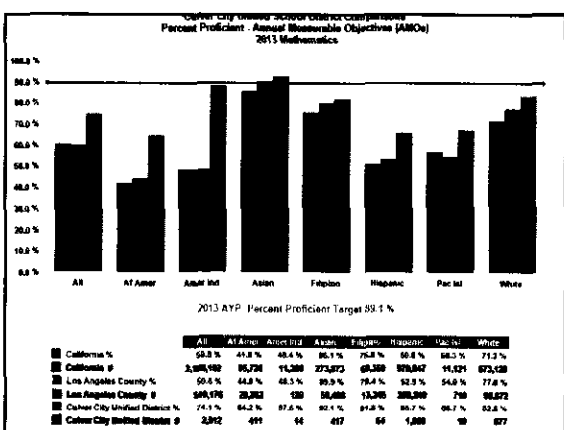
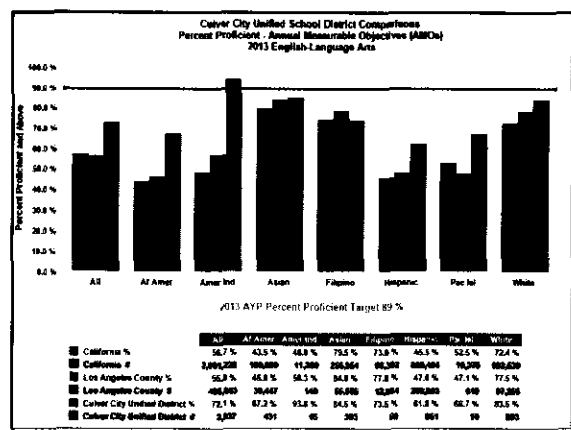
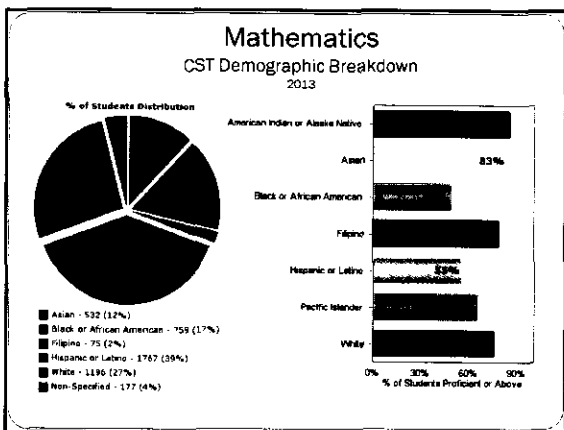
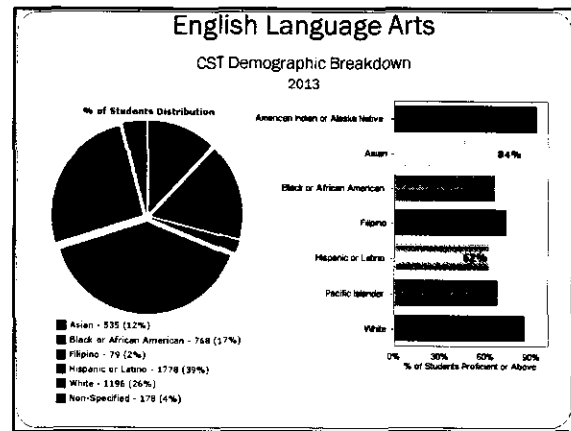
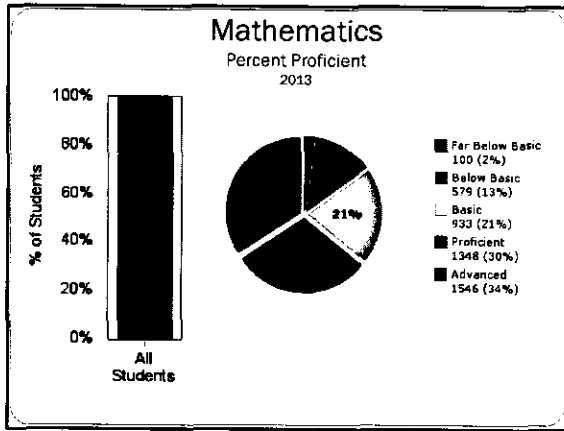
Accountability Targets-2013

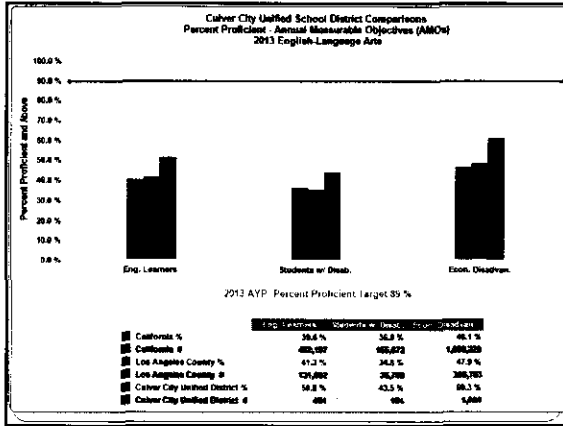
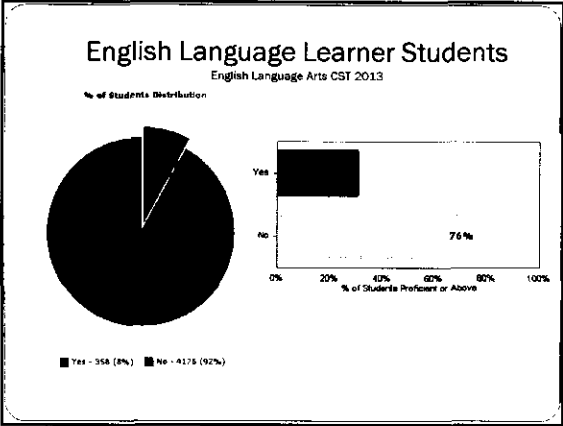
Proficient Target
English Language Arts 89.5%
Mathematics 89.2

API Target
770 or +1 point growth

Graduation Rate
90%

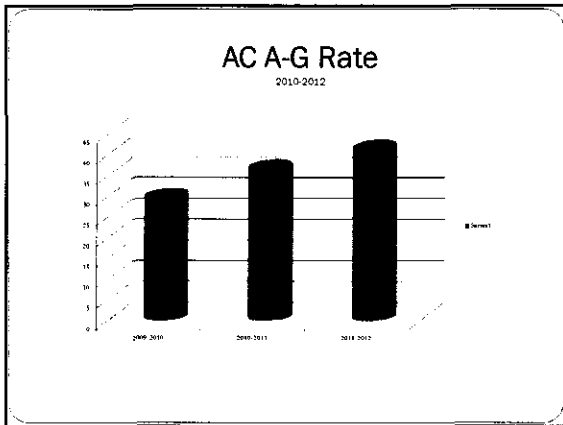
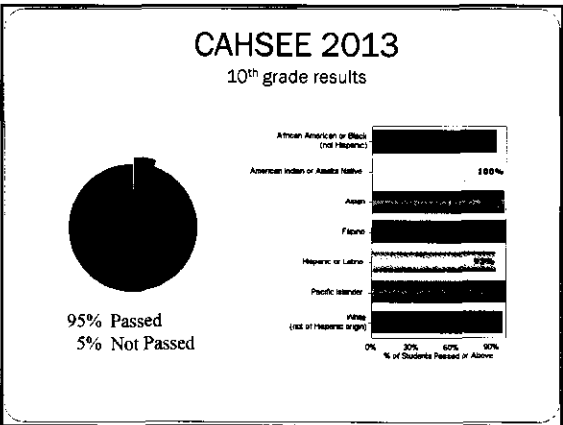






https://stars2.schoolcity.com/ccusd.jsp/dashboardreports/admin/AdminHome130A.jsp?action_admin

- ## Trends
- Culver City performs higher than Los Angeles County and State averages both overall and in all significant subgroups.
 - Significant achievement gaps exist between our higher and lower performing subgroups of students in both demographic (African American, Hispanic) and programmatic (English Learners, Socio-economically Disadvantaged) students
 - While our English Language Learners are making progress, specific grade level gaps exist



BOARD REPORT

12.1 2012-2013 Board Goals Update and 2013-2014 Areas of Focus

District staff will highlight progress and accomplishments aligned with the 2012-13 Board Goals. The Board Goals will be presented in three main categories: 1) Student Success; 2) Resourceful and Responsible and Family Engagement; and 3) Community and District Partnerships. Staff will introduce 13-14 areas of focus (also aligned with the same three categories).

BOARD REPORT

14.1a Approval is Recommended for the Naming of CCUSD Facility

The Board previously discussed the naming of CCUSD facilities as per Board Policy 7310. At the September 10, 2013 Board meeting the Board gave direction to the Superintendent to form a Citizens Advisory Committee to start the process for the naming of the newly renovated athletic facility at Culver City High School.

The committee was established and named the Facility Naming Committee and they met on September 20, 2013. This item is now brought forth to the Board for the approved naming of the CCHS athletic complex.

RECOMMENDED MOTION

That the Board approve one of the suggested names as the official name to the Culver City High School athletic complex.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**9/24/13
14.2a**

14.2a Approval is Recommended for the Extension of Expulsion through January 21, 2014 of Pupil Services Case #11-11-12

The Superintendent is recommending to the Board of Education that the Stipulated Expulsion of Case #11-11-12 be extended through January 21, 2014.

Each student is required to complete his/her rehabilitation plan. Plans specify details for attendance, academic progress, counseling, community service, and appropriate behavior. This student has not maintained 95% positive attendance nor met the required academic progress for reinstatement to attend public school. In addition, the student has not remained free of involvement with Culver City High School.

RECOMMENDED MOTION: That the Board approve the Extension of Expulsion through January 21, 2014 of Pupil Services Case #11-11-12.

Moved by:

Seconded by:

Vote:

BOARD REPORT

9/24/13
14.2b

14.2b Approval is Recommended to Expunge the Expulsion of Pupil Services Case #23-09-10

The Superintendent is recommending to the Board of Education that the expulsion records of Case #23-09-10 be expunged.

Each student is required to complete his/her rehabilitation plan. Plans specify details for attendance, academic progress, counseling and appropriate behavior. This student met or exceeded the conditions for re-entry to attend public school. The plan further stipulates that if the pupil meets the conditions of the probationary period, the expulsion may be expunged from the pupil's records at parent's request. The parent has requested that the expulsion be expunged.

RECOMMENDED MOTION:

That the Board approve Expunging
the Expulsion of Pupil Services Case #23-09-10.

Moved by:

Seconded by:

Vote:

Resolution Regarding Sufficiency of Instructional Materials

**RESOLUTION NO. 2
BEFORE THE GOVERNING BOARD
OF THE CULVER CITY UNIFIED SCHOOL DISTRICT**

WHEREAS, the Board of the School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 24, 2013, at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE, IT IS RESOLVED that for the 2013-2014 school year, the School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

Katherine Paspalis, Esq., President

Patricia Siever, Prof., Vice President

Nancy Goldberg, Clerk

Laura Chardiet, Member

Karlo Silbiger, Member

David LaRose, Superintendent

BOARD REPORT

9/24/13

14.2d

14.2d Approval is Recommended for the Certification for Instructional Materials Funding Realignment Program (IMFRP)

Board of Education approval is requested for certification of the Instructional Materials Funding Realignment Program (IMFRP).

In compliance with Education Code section 60119 (as revised by Chapter 900, Statutes of 2004) and CCR, Title 5, Section 9531 (c), the Board of Education will receive public input regarding the Instructional Materials Funding Realignment Program Certification.

In order to be eligible to receive instructional materials funds, the governing board of each district is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects consistent with the content and cycles of the curriculum frameworks adopted by the state board.

Governing boards that have met the requirements of Education Code section 60119 and have also certified compliance with the Instructional Materials Funding Realignment Program (IMFRP) requirements regarding provision of standards-aligned instructional materials for all students (Education Code section 60422) may spend 100% of any remaining IMFRP funds from that year's allocation for other approved purposes.

RECOMMENDED MOTION: That the Board approves the Certification for Instructional Materials Funding Realignment Program (IMFRP).

Moved: Seconded by:

Vote:

BOARD REPORT

9/24/13

14.2e

14.2e Approval is Recommended for Instructional Materials Funding Realignment Program (IMFRP) Certification of Provisions of Standards-Aligned Instructional Materials

The local governing board of the Culver City Unified School District hereby certifies that as of September 24, 2013, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History/social science
- Mathematics
- Reading/language arts
- Science

For students in grades K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR, Title 5, Section 9531*.

For students in grades 9-12, the instructional materials were adopted by the local governing board following district level review of the materials and their alignment with state content standards as required by *CCR, Title 5, Section 9531*.

RECOMMENDED MOTION: That the Board approves Instructional Materials Funding Realignment Program (IMFRP) Certification of Provision of Standards-Aligned Instructional Materials.

Moved:

Seconded by:

Vote:

BOARD REPORT

**9/24/13
14.3a**

14.3a Approval of 2013-2014 Site Service Agreement between Culver City Unified School District and School Innovations and Achievement (SIA)

In order to arrange for the representatives of School Innovations and Achievement to meet individually with our site personnel to gather data necessary to file the maximum amount of mandated costs reimbursements to which the District is entitled, we need to enter into the Site Service ("SITESERV") Agreement at this time.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached Site Service Agreement with School Innovations and Achievement.

Moved by:

Seconded by:

Vote:



**ADDENDUM TO
MANDATE PREP® SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
CULVER CITY UNIFIED SCHOOL DISTRICT
SITESERVSM**

THIS ADDENDUM TO MANDATE PREP® SERVICES AGREEMENT dated _____, 2013 (the "Addendum"), constitutes a part of that certain Mandate Prep® Services Agreement (the "Agreement") by and between Culver City Unified School District ("District") and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties". The provisions of this Addendum are hereby incorporated into the Agreement for all purposes. All capitalized terms not otherwise defined in this Addendum are defined by the terms of the Agreement. In the event any provisions of this Addendum conflict with the provision of the Agreement, the provisions of this Addendum shall control.

1. Services are hereby amended to include the development of a site service plan for each site as listed on Attachment A, Designated Sites, and to provide District the following services ("SiteServSM") during the Agreement Period:
 - (a) Two (2) on-site visits for training and advisory sessions at each Designated Site;
 - (b) Coordinate between District and Designated Sites for data collection;
 - (c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller's Office;
 - (d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Designated Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during the Agreement Period, SI&A shall incorporate training for New Mandates into SiteServSM if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and

(e) Include milestones to be achieved by each Designated Site in the site service plan and prepare a district level summary status report showing each Designated Site's progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. SI&A's resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

2. Payment of Fees.

2.1 Fees. For SiteServSM provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$9,600 (the "Fee") for the fiscal year 2013/14.


2.2 Payment Plan. The Fee is payable in two (2) semi-annual installments due July 1, 2013, and January 1, 2014.

3. This Addendum, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. The Agreement and Addendum cannot be changed in any manner except by written agreement signed by the Parties hereto.

4. This Addendum may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Addendum as set forth below.

SI&A: SCHOOL INNOVATIONS & ACHIEVEMENT, INC., a California Corporation.

By: 
Name: Jeffrey C. Williams
Title: Chief Executive Officer

Dated: June 24, 2013

District: CULVER CITY UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____

Name: _____

Title: _____



SITESERVSM DISTRICT CHECKLIST

District shall complete the following checklist to enable SI&A to best manage District's expectations and preferences.

1. **STAR Testing Window.** Please provide District's STAR Testing Dates: _____

2. **School Calendar.** Please attach a copy of the school district calendar for the current year.

3. **Site Directory.** Please attach a site directory that includes the electronic mail addresses and phone numbers of the principals. Please feel free to include any other useful information (e.g. a district map).

4. **District Contact.** Please provide a district office contact to help coordinate visit dates:
Name: _____
Title: _____
Phone: _____
E-mail: _____

Thank you very much for completing this form and attaching the requested information.

If you have any questions please contact Katie Pedretti at
(916) 669-0871 or katiep@sia-us.com. We look forward to working with you!

Attachment A

Designated Sites

Culver City High
Culver City Middle
Culver Park High
El Marino Elementary
El Rincon Elementary
Farragut Elementary
La Ballona Elementary
Linwood E. Howe Elementary

BOARD REPORT

9/24/13

14.3b

14.3b Approval of Agreement between Culver City Unified School District and Engineered Storage Systems, Inc.

We have identified Engineered Storage Systems, Inc. as the best possible source in terms of product and price for the replacement of our existing lockers at Culver City High School. Since Engineered Storage Systems, Inc. has a current, California Multiple Awards Schedule (CMAS) bid in place with the State of California in which we are authorized to participate, we need to execute the requisite contract as well as the associated CMAS documentation in order to issue the purchase order at this time. We have received confirmation from our attorney that all the necessary documentation required to participate in the CMAS bid process has been completed and is attached.

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

Moved by:

Seconded by:

Vote:

**CMAS PURCHASE AGREEMENT
UNDER CMAS CONTRACT PRICING AND PROVISIONS
(CULVER CITY HIGH SCHOOL)**

This State of California Multiple Award Schedule Contract Number 4-13-71-0137A ("Agreement") is entered into between the **Culver City Unified School District** ("District") and **Engineered Storage Systems, Inc.** ("ESS") as follows:

RECITALS

WHEREAS, the District wishes to purchase non-information technology goods consisting of school lockers in a cost-effective manner;

WHEREAS, the District wishes to avail itself of the benefits and protections of the California Multiple Award Schedule program ("CMAS");

WHEREAS, ESS wishes to contract to provide the District with the Product (as defined below) that it needs and is willing to provide the same pursuant to CMAS program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. CMAS contract #4-13-71-0137A ("CMAS Contract") and all of its amendments, forms and riders, including but not limited to the following documents, which are attached hereto as **Exhibit "A"**:
 - 1.1.1. CMAS signature page;
 - 1.1.2. Ordering instructions and special provisions as prepared by the CMAS Unit;
 - 1.1.3. CMAS Quarterly Business Activity Report
 - 1.1.4. ADA Notice;
 - 1.1.5. Payee Data Record for Engineered Storage Systems, Inc.;
 - 1.1.6. CMAS Terms and Conditions; and
 - 1.1.7. CMAS Special Provisions.
 - 1.2. Product List and Prices, which are attached hereto as **Exhibit "B."**
2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the delivery and payment provisions in this Agreement, which shall control over all other contradictory delivery or payment provisions in the CMAS Contract.

3. ESS hereby agrees to sell and supply the non-information technology goods consisting of school lockers and provide the related installation services detailed in **Exhibit "B"** (the "Product") to the District.
4. The not-to-exceed purchase price for the Product fully installed shall be **\$199,892.86** (the "Purchase Price"), as more specifically identified in **Exhibit "B."**
5. The Purchase Price shall be paid to ESS on the following schedule:
 - 5.1. Payment shall be made within 45 days of (i) the date of acceptance of the Product or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
6. The installation of the Product shall be performed by ESS's designated and approved installers pursuant to the terms and conditions more specifically detailed in **Exhibit "C"**, which is attached hereto and incorporated herein by this reference.
7. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract shall be interpreted to apply to the District and all rights, duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement.
8. ESS shall provide the District with the fully installed Product identified in **Exhibit "B"** attached hereto and pursuant to this Agreement.
9. ESS shall deliver the Product on the schedule indicated in **Exhibit "B"**. Shipping is included in the Purchase Price.
10. ESS hereby acknowledges and certifies that the prices indicated in **Exhibit "B"** are equal to or less than the prices as accepted by DGS for the identical items under the CMAS Contract.
11. ESS and all subcontractors under ESS shall pay all workers on all work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 *et seq.* of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute this Agreement, as determined by Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
12. The parties acknowledge that each of them 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.
13. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement

between the District and ESS. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.

14. Each party hereto 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.
15. 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 the County in which the District's administrative offices are located.
16. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
17. The parties hereto 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.
18. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
19. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below or as provided by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Culver City Unified School District

Engineered Storage Systems, Inc.

Date: _____, 2013

Date: _____, 2013

By: _____

By: _____

Title: _____

Title: _____

Exhibit "A"
CMAS Contract # 4-13-71-0137A

Exhibit "B"
Product List and Prices

Material:	\$ 132,883.66
Installation:	\$ 52,250.00
Shipping/Delivery:	\$ 1,950.00
<u>Sales Tax:</u>	<u>\$ 12,809.20</u>
Total Contract Cost	<u>\$199,892.86</u>

Shipping Schedule:

Exhibit "C"
Installation Services

1. The District agrees to allow representatives of ESS all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.
2. The Purchase Price identified above in the Agreement includes the Product being fully installed. Payment for the work shall be made in accordance with the Agreement.
3. ESS shall perform or cause to be performed the installation work ("Work") at Culver City High School ("Site").
4. Work shall be completed within _____ (____) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. ESS shall not commence the Work under this Agreement until ESS has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) attached hereto, and the endorsement(s) of insurance required by the District.
6. ESS shall guarantee all labor and material used in the performance of this Agreement for a period of one year from the date of the District's written approval of the Work.
7. **SITE EXAMINATION:** ESS has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. ESS 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 ESS'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.
8. **PERMITS AND LICENSES:** ESS and all of its employees, agents, and subcontractors shall secure and maintain in force, at ESS's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the services of this Agreement, ESS is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. ESS shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. ESS 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.
10. **ESS SUPERVISION:** ESS shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** ESS shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors 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 ESS 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.

12. **SUBCONTRACTORS:** ESS agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If ESS shall subcontract any part of this Agreement, ESS shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and the District.
13. **SAFETY AND SECURITY:** ESS is responsible for maintaining safety in the performance of this Agreement. ESS 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. **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.
15. **CORRECTION OF ERRORS:** ESS 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 ESS's failure to comply with the standard of care required herein.
16. **PAYMENT:** ESS shall submit an application for payment based upon the schedule set forth in the Agreement ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, ESS shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed, less the aggregate of previous payments and amount to be withheld. The District may 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 ESS's obligations under the Agreement which ESS has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) unsatisfactory prosecution of the Work by ESS; (6) unauthorized deviations from the Agreement; (7) erroneous or false estimates by ESS of the value of the Work performed; (8) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which ESS is liable under the Agreement; and (9) any other sums which the District is entitled to recover from ESS under the terms of the Agreement or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a payment shall not constitute a waiver of the District's right to such sums.
17. **INDEMNIFICATION:** To the furthest extent permitted by California law, ESS shall defend, indemnify, and hold harmless the District, their 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 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 reject any legal representation that ESS proposes to defend the District.

18. **PAYMENT BOND AND PERFORMANCE BOND:** ESS 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 Agreement Purchase Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
19. **ESS'S INSURANCE:** ESS has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: Commercial General Liability insurance: \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; Automobile Liability – Any Auto: combined single limit of \$1,000,000; Excess Liability insurance: \$1,000,000; Workers Compensation: Statutory limits; and Employers' Liability: \$1,000,000. ESS shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. ESS's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. ESS shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of ESS, subcontractor, or agent has been obtained.
20. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Agreement, ESS, 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 completion of the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
21. **COMPLIANCE WITH LAWS:** ESS shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If ESS observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, ESS 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon ESS's receipt of a written termination notice from the District. If ESS performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, ESS shall bear all costs arising therefrom.
22. **LABOR CODE REQUIREMENTS:** ESS shall comply with all applicable provisions of the California Labor Code, Division 3, 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. In addition, ESS and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by ESS or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

23. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Agreement, 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, ESS agrees it will neither rescind the Agreement 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 Agreement. 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 ESS 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 ESS'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.
24. **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.
25. **TERMINATION:** If ESS fails to perform the services and ESS's duties to the satisfaction of the District, or if ESS fails to fulfill in a timely and professional manner ESS's obligations under this Agreement, or if ESS violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to ESS. ESS and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of ESS's failure to perform and complete the Agreement. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience upon District giving three (3) days written notice thereof to ESS. In case of a termination for convenience, ESS shall be paid for the actual cost for labor, materials, and services 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 ESS's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of ESS for convenience. 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.
26. **ASSIGNMENT OF CONTRACT:** ESS shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District.
27. **CALCULATION OF TIME:** For the purposes of this Agreement, "days" refers to calendar

days unless otherwise specified.

28. 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.

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 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

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 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 Agreement.

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 Agreement.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

ESS certifies that it has taken at least one of the following actions with respect to the Project that is the subject of the Agreement (check all that apply):

_____ ESS has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all ESS's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of ESS's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

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

_____ Pursuant to Education Code section 45125.2, ESS certifies that all employees will be under the continual supervision of, and monitored by, an employee of ESS 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 ESS's employees and its subcontractors' employees is

Name: _____

Title: _____

ESS'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 ESS.

The undersigned does hereby certify that I am a representative of ESS currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of ESS.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

ESS 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 Material Hazardous", 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 ESS's work on the Project for District.

ESS 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 ESS 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 ESS's expense at no additional cost to the District.

ESS 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 ESS and its employees will be providing services for the District, and because ESS's work may disturb lead-containing building materials, ESS 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 ESS, 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 California 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. ESS 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 ESS.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 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. ESS, 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, ESS 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 ESS 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 ESS 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 ESS.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

State Contractors License No. #356011 (C-61)

QUOTATION

TO: Culver City Unified School District PROJECT: New Lockers DATE: 9/5/2013
 4034 Irving Place
 Culver City, CA 90232

ATTENTION: Mary Caruso for Culver City High School QUOTATION NO.: 1309CR01

Thank you for the opportunity to quote your New Metal Locker requirement. Our quotation is based on furnishing **PENCO** brand "Vanguard" style lockers and will include the following:

1146 Frames - 12"W x 15"D x 36"H double tier lockers (2,292 openings). Complete with flat tops, recessed lifting handle, interior hooks, standard louvers, and number plate.
605 frames to be recessed in walls, 541 frames to be on exterior bases.

Price includes 2,292 Master Lock #1630 built in combination locks with master key control, 5 master keys, and 1 Master chart book.

Price includes all necessary trim for recessed lockers and 16 ga. end panels with no extra holes on all exposed ends on exterior lockers.

Price includes removal and disposal of existing lockers.

Set Up, Delivered, & Installed - tax included: \$ 199,892.86

Material	\$ 132,883.66
Delivery	\$ 1,950.00
Tax	\$ 12,809.20
Installation	\$ 52,250.00

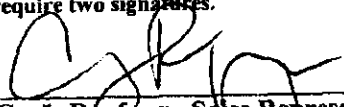
Unless otherwise noted, installation is based on level floors, free and clear work areas, easy access to rooms, use of elevator if required, and non union labor during normal working hours. Any variations are the responsibility of the customer.

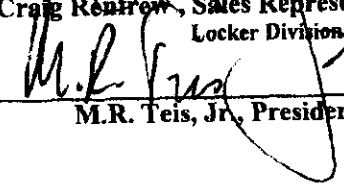
Subject to local and state taxes where applicable.

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826."

TERMS OF PAYMENT: N-10 DAYS QUOTATION VALID FOR 90 DAYS.

Quotations over \$20,000.00 require two signatures.

Quotation Submitted by 
 Craig Renfrow, Sales Representative
 Locker Division


 M.R. Teis, Jr., President

Accepted by: _____
 Customer's Name _____
 By _____
 Title _____ Date _____

August 26, 2013

Mr. John Thompson
Engineered Storage Systems, Inc.
1038 W. Kirkwall Road
Azusa, CA 91702

Subject: Engineered Storage Systems, Inc. California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-13-71-0137A
CMAS Contract Term: August 26, 2013 through May 31, 2018
Base GSA Schedule No.: GS-27F-0012U

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE FIRST QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q3-2013 (JULY-SEPT)
DUE BY OCT 15, 2013.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx, then select "Reference Material". Under the CMAS heading "Marketing Tools" select "CMAS Logos". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.



JANNA WELK, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Engineered Storage Systems, Inc.

CONTRACT NUMBER:	4-13-71-0137A
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	8/26/2013 through 5/31/2018
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-27F-0012U
BASE SCHEDULE HOLDER:	C&H Distributors, LLC

This contract provides for the purchase and warranty of furniture products. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: www.calpia.ca.gov/General_Info/ExemptionProcess.html. A copy of the approved exemption must be kept with the purchase order for audit purposes.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

JW

JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **8/26/2013**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Hallowell
Brand-Lyon
Brand-Penco
Storage-Cabinet
Storage-Locker
Storage-Shelves

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this contract:

Hallowell
Lyon Metal Products
Penco Products Inc.

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-27F-0012U (C&H DISTRIBUTORS, LLC) with a GSA term of 2/21/2008 through 2/20/2018. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "C&H Distributors, LLC" with "Engineered Storage Systems, Inc." where "C&H Distributors, LLC" is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (626) 330-2235:

Engineered Storage Systems, Inc.
1038 W. Kirkwall Road
Azusa, CA 91702
Attn: John Thompson

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (626) 826-2086
E-mail: jthompson@engineeredstorage.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

Engineered Storage Systems, Inc. California Seller's Permit No. is 24702974. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contract contains significant price discounts off the manufacturer's list price. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

5 to 21 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

ORDERING PROCEDURES

1. Order Form

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

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

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Engineered Storage Systems, Inc. is a certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #24486 expires on 11/30/2013.

If this certification has expired, the current expiration date for this company's certification should be verified at: www.bidsync.com/DPXBisCASB or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

- List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

FURNITURE – INSTALLATION PRICING

The net prices for the products do not include the cost for installation.

Installation services are negotiated on a project by project basis.

Pricing for installation shall not exceed commercial price, (the price contractors charge their regular commercial customers).

The total dollar value of all services included in a purchase order must not exceed the dollar value of the products.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable.

The contractor is fully responsible for all installation services performed under this CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

FURNITURE – PUBLIC WORKS INSTALLATION

When the installation of furniture includes attaching it to walls, floors, or ceilings, it is a Public Works contract. See Attachment C to this contract for important information regarding this topic.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Engineered Storage Systems, Inc.'s California Contractor's License number is 356011. This is a Class D24 and D34 license that is good through 7/31/2015.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.

4. **Maximum Order Limitation:** For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**ETHNICITY/RACE/GENDER REPORTING
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:

www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Engineered Storage Systems, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:

Supplier route via _____
Carrier's telephone number _____

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number _____ applies. State of California Purchase Order Number _____
SHIP FREIGHT COLLECT."
Estimated Freight charges: _____

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies.
State of California Purchase Order Number _____
SHIP COLLECT.
Estimated UPS charges: _____

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ENGINEERED STORAGE SYSTEMS, INC.
CMAS NO. 4-13-71-0137A

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services) AMERICANS
WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

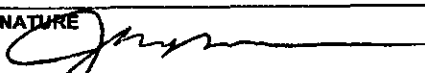
The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) Engineered Storage Systems, Inc.		
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS jthompson@engineeredstorage.com
	MAILING ADDRESS 1038 W. Kirkwall Road		BUSINESS ADDRESS 1038 W. Kirkwall Road
	CITY, STATE, ZIP CODE Azusa, CA 91702		CITY, STATE, ZIP CODE Azusa, CA 91702
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 95 - 3149427		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)	
<input type="checkbox"/> ESTATE OR TRUST		<input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS	
CHECK ONE BOX ONLY <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:		<input type="checkbox"/> CORPORATION <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS	
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.		
PAYEE RESIDENCY STATUS		<input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.	
		<input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.	
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) John Thompson		TITLE Manager Sales & Marketing	
SIGNATURE 		DATE 03/14/2013	TELEPHONE (626) 826-2086
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

356011

Entity **CORP**

Business Name

**ENGINEERED STORAGE SYSTEMS
INC**

Classification(s)

C61/D24 C61/D34

Expiration Date

07/31/2015

www.cslb.ca.gov





Department of
General Services
BUILDING GREEN · BUYING GREEN · WORKING GREEN

ENGINEERED STORAGE SYSTEMS, INC - #24486

SUPPLIER PROFILE

Legal Business Name ENGINEERED STORAGE SYSTEMS, INC.

Doing Business As ENGINEERED STORAGE SYSTEMS, INC

Address 1038 W. KIRKWALL RD. Phone (626) 961-0961
AZUSA, CA 91702-5126 FAX (626) 330-2235

Email rtels@engineeredstorage.com

Web Page <http://www.engineeredstorage.com>

Business Types Non-Manufacturer

Service Areas Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura,

Keywords METAL LOCKERS, WOOD LOCKERS, PLASTIC LOCKERS, ALL WELDED LOCKERS, STEEL SHELVING, PALLET RACK INSTALLATION SERVICES AVAILABLE

Classifications 561015 - Furniture

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Nov 9, 2012	Nov 30, 2013

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Nov 10, 2011	Nov 30, 2012
SB	Expired	Nov 11, 2010	Nov 30, 2011
SB	Expired	Dec 9, 2009	Dec 31, 2010
SB	Expired	Jan 19, 2009	Jan 31, 2010
SB	Expired	Mar 13, 2006	Feb 28, 2009
SB	Expired	Apr 25, 2003	Mar 31, 2006
SB	Denied	Nov 30, 2001	Nov 30, 2001



Secretary of State DEBRA BOWEN

[HOME](#)
[SITE SEARCH](#)
[CONTACT US](#)
[SECRETARY OF STATE](#) | [ELECTIONS & OFFICIALS](#) | [CAMPAIGN FINANCE](#) | [PUBLIC ACCESS SERVICES](#) | [ARCHIVES & MUSEUM](#) | [OTHER SERVICES](#)


State of California

Secretary of State

Confirmation of Receipt of Document/ Receipt for Payment

IMPORTANT: Do not use the Back button on your browser. Using the Back button will result in duplicate charges being applied to your credit card.

[Return to Main Page](#)

Transaction ID:	AA49315-A0F60CEA-617B-18AC-36F8-404CAFA10C23
Confirmation #:	14708G
Charge Description	E-file Statement of Information for C0799498
Name:	Sara M Gamboa
Address:	1038 W. Kirkwall Rd.
Address Line 2	
City/State/Zip:	Azusa, CA 91702
Phone:	6269610961
Email:	sgamboa@engineeredstorage.com
Amount:	25.00
E-File Session:	3172148
AVS Response:	Y
Date/Time:	5/14/2012 2:46:53 PM

Note: Confirmation of receipt does not constitute an approved/accepted filing. We recommend that you print or save this screen as a record of your E-file transaction and credit card payment.

Copies of filings after submission may be requested using our [Business Entities Records Order Form](#).

If you are representing a business, we want you to be aware of a deceptive solicitation sent to many companies implying they have to go through a private, third party vendor - and pay an

BOARD REPORT

9/24/13

14.3c

14.3c Approval of Agreement between Culver City Unified School and VSP Vision Care

At this time, we need to approve the 2013-14 Vision Care Plan with VSP to provide vision care coverage to our employees, commencing October 1, 2013 upon the expiration of the existing MES employee vision care plan.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the attached agreement with VSP Vision Care.

Moved by:

Seconded by:

Vote:



MIKE REYNOLDS
CULVER CITY UNIFIED SCHOOL DISTRICT
4034 IRVING PL
CULVER CITY, CA 90232-2810

**RE: CULVER CITY UNIFIED SCHOOL DISTRICT, GROUP #30042407
OCTOBER 1, 2013 DOCUMENTS**

Attention Mike Reynolds:

Enclosed are your OCTOBER 1, 2013 documents.

This new document supersedes any existing document you have with VSP. If you have any questions, or need additional information, please do not hesitate to contact us at 866-213-2249, and a VSP representative will assist you.

Enclosures



VISION SERVICE PLAN
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

GROUP VISION CARE PLAN

Group Name	CULVER CITY UNIFIED SCHOOL DISTRICT
Plan Number	30042407
State of Delivery	CALIFORNIA
Effective Date	OCTOBER 1, 2013
Plan Term	FORTY-EIGHT (48) MONTHS
Premium Due Date	FIRST DAY OF MONTH

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, VISION SERVICE PLAN ("VSP") agrees to provide certain individuals under this Group Vision Care Plan ("Plan") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Plan.

James M. McGrann, President, VSP Vision Care

TABLE OF CONTENTS

I.	DEFINITIONS.....	1
II.	TERM, TERMINATION, AND RENEWAL.....	3
III.	OBLIGATIONS OF VSP.....	4
IV.	OBLIGATIONS OF THE GROUP.....	6
V.	OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN.....	8
VI.	ELIGIBILITY FOR COVERAGE.....	11
VII.	CONTINUATION OF COVERAGE.....	14
VIII.	ARBITRATION OF DISPUTES.....	15
IX.	NOTICES.....	16
X.	MISCELLANEOUS.....	17
	EXHIBIT A	
	SCHEDULE OF BENEFITS.....	19
	EXHIBIT B	
	SCHEDULE OF PREMIUMS.....	24
	ADDENDUM	
	ADDITIONAL BENEFIT - DIABETIC EYECARE.....	25
	ADDENDUM	
	DOMESTIC PARTNER.....	28
	ADDENDUM	
	FOR THE STATE OF CALIFORNIA.....	29

I.
DEFINITIONS

Key terms used in this Plan are defined:

- 1.01. **ADMINISTRATIVE SERVICES PROGRAM**: A group vision care plan where by Group pays VSP for the Plan Benefits in addition to a monthly administrative fee.
- 1.02. **BENEFIT AUTHORIZATION**: Authorization from VSP identifying the individual named a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.
- 1.03. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.
- 1.04. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.
- 1.05. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf Premiums have been paid to VSP, and who is covered under this Plan.
- 1.06. **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan under which such Enrollee is covered.
- 1.07. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.
- 1.08. **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under Article VI. ELIGIBILITY FOR COVERAGE.
- 1.09. **EXPERIMENTAL NATURE**: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.
- 1.10. **GROUP**: An employer or other entity which contracts with VSP for coverage under this Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.
- 1.11. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.
- 1.12. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Plan.
- 1.13. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision

care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.14. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.15. **PLAN BENEFITS**: The vision care services and vision care materials which Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.16. **RENEWAL DATE**: The date when the Plan shall renew, or terminate if proper notice is given.

1.17. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A to this Plan, which lists the vision care services and vision care materials which Covered Person is entitled to receive under this Plan.

1.18. **SCHEDULE OF PREMIUMS**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

II.
TERM, TERMINATION, AND RENEWAL

2.01. **Plan Term**: This Plan is effective on the Effective Date and shall remain in effect for the Plan Term. At the end of the Plan Term, the Plan shall renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Plan Term that such party is unwilling to renew the Plan. If such notice is given, the Plan shall terminate at 11:59 p.m. on the last day of the Plan Term unless the parties agree on its renewal of the Plan. If the Plan continues on a month to month basis after the Plan Term, either party may terminate the Plan upon thirty (30) days advance notice to the other party.

If VSP issues written renewal materials to Group at least sixty (60) days before the end of the Plan Term and Group fails to accept the new terms and/or rates in writing prior to the end of the Plan Term, this Plan shall terminate at 11:59 p.m. on the last day of the Plan Term.

2.02. **Early Termination Provision**: The Premium rate payable by Group to VSP under this Plan is based on an assumption that VSP will receive these amounts over the full Plan Term in order to cover costs associated with greater vision utilization that tends to occur during the first portion of a Plan Term. If Group terminates this Plan before the end of the Plan Term or before the end of any subsequent renewal terms, for any reason other than material breach by VSP, Group will remain liable to VSP for the lesser amount of any deficit incurred by VSP or the payments which Group would have paid for the remaining term of this Plan, not to exceed one year. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run-out not to exceed six months from the date of termination, from the net premiums received by VSP from Group. Net premiums shall mean premiums paid by Group minus any applicable retention amounts and/or broker commissions. Group agrees to pay VSP within thirty-one (31) days of notification of the amount due.

III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons:** VSP will enroll for coverage each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of who shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following the enrollment of the Covered Persons, VSP will provide Group with Member Benefit Summaries for distribution to Covered Persons. Such Member Benefit Summaries will summarize the terms and conditions set forth in this Plan.

3.02. **Provision of Plan Benefits:** Through its Member Doctors (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, subject to any limitations, exclusions, or Copayments therein stated. Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, stating a specific time period for the Covered Person to obtain Plan Benefits. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made, irrespective of a later loss of eligibility of the Covered Person, provided Plan Benefits are received prior to the Benefit Authorization expiration date.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Plan shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. VSP shall provide Group with an updated list of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons twice a year. Covered Persons may also obtain a copy of the Member Doctor directory through contacting VSP's Customer Service Department's toll-free Customer Service telephone line, VSP's Web site at www.vsp.com, or by written request.

3.04. **Preservation of Confidentiality:** VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality policy may obtain a copy of the policy by contacting VSP's Customer Service Department or VSP's Web site at www.vsp.com.

3.05. **Emergency Vision Care:** When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees:** An Enrollee is eligible for coverage under this Plan if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. By the Effective Date of this Plan, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for coverage under this Plan as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the next month. The eligibility information shall include designation of each Enrollee's family status if dependent coverage is provided. Upon VSP's request, Group shall make available for inspection records regarding the *coverage of Covered Persons under this Plan.*

4.02. **Payment of Premiums:** By the last day of each month, Group shall remit to VSP the premiums payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Plan. The Schedule of Premiums incorporated in this Plan as Exhibit B provides the premium amount for each Covered Person. Only Covered Persons for whom premiums are actually received by VSP shall be entitled to Plan Benefits under this Plan and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Plan.

VSP may change the premiums set forth in Exhibit B (Schedule of Premiums) by giving Group at least sixty (60) days advance written notice. No change will be made during the Plan Term unless there is a change in the Schedule of Benefits or there is a material change in Plan terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase premiums during a Plan Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority, which is attributable to premiums VSP received from Group.

4.03. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the premium payment due date to pay premiums due under this Plan. During said grace period, this Plan shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Plan renewal. Such payment may impact Group's premium rates in future Plan Terms.

If Group fails to make any premiums payment due by the end of any grace period, VSP may notify Group that the premiums payment has not been made, that coverage is canceled and that Group is responsible for payment for all Plan Benefits provided to Covered Persons after the last period for which premiums were paid in full, including the grace period through the effective date of termination. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Plan.

4.04. **Distribution of Required Documents:** Group shall distribute to Enrollees any disclosure forms, plan summaries or other material required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

4.05. **Risk-to-ASP Conversion Provision:** Converting to an Administrative Services Program: Due to the cyclical nature of vision care, in the event Group wishes to convert its method of funding from a risk program to an Administrative Services Program, an appropriate level of reserve will need to have been established.

Upon conversion to an Administrative Services Program, for vision care begun on and after the effective date of conversion, all claims will be paid through the Administrative Services program.

V.

OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN

5.01. **General:** By this Plan, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. However, this Plan may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Plan, and all Exhibits, Riders and attachments hereto, constitute VSP's sole and entire undertaking to Covered Persons under this Plan.

As conditions of coverage, all Covered Persons under this Plan have the following obligations:

5.02. **Copayment for Services Received:** Where, as indicated in Exhibit A (Schedule of Benefits), Copayments are required for certain Plan Benefits, Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the Member Doctor the date services are rendered.

5.03. **Obtaining Services from Member Doctors:** Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the Member Doctor will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any.

5.04. **Submission of Non-Member Provider Claims:** If Non-Member Provider coverage is indicated in Exhibit A (Schedule of Benefits), written proof (receipt and the Covered Person's identification information) of all claims for services received from Non-Member Providers shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP may reject such claims filed more than three hundred sixty-five (365) days after the date of service.

Failure to submit a claim within this time period, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date of three hundred sixty-five (365) days after the date of service.

5.05. **Complaints and Grievances**: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt.

5.06. **Claim Denial Appeals**: If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) **Initial Appeal**: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

b) **Second Level Appeal**: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) **Other Remedies**: When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

5.07. **Time of Action:** No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his/her grievance rights under this Plan and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices were submitted to VSP, in accordance with the terms of this Plan.

5.08. **Insurance Fraud:** Any Group and/or person who intends to defraud, knowingly facilitates a fraud or submits an application or files a claim with a false or deceptive statement, is guilty of insurance fraud. Such an act is grounds for immediate termination of the Plan for the Group or individual that committed the fraud.

VI.
ELIGIBILITY FOR COVERAGE

6.01. **Eligibility Criteria:** Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Enrollees:** To be eligible for coverage, a person must:

(1) currently be an employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents:** If dependent coverage is provided, the persons eligible for dependent coverage are:

(1) the legal spouse of any Enrollee, and

(2) any child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; Such dependents shall be eligible until the end of the month in which they attain the age of 26 years.

(3) as further defined by Group.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated or at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the coverage requirements under either of the above criteria shall be eligible if:

(a) for an Enrollee, the individual's name and Social Security Number have been reported by Group to VSP in the manner provided hereunder, and

(b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in Paragraph 4.01 above, VSP may elect to audit Group's records in order to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of Paragraph 4.03 above, only persons on whose behalf premiums have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the coverage a Covered Person is entitled under the Plan.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Plan, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Plan must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Plan.

6.05. **Change in Family Status:** In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent, etc.] Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or Enrollee's spouse acquires the right to control that child's health care. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable premiums must be paid to VSP.

VII.
CONTINUATION OF COVERAGE

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VIII.
ARBITRATION OF DISPUTES

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

8.02. **Procedure:** The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

8.03. **Choice of Law:** If any matter arises in connection with this Plan which becomes the subject of arbitration or legal process, the law of the State of Delivery of the Plan shall be the applicable law.

IX.
NOTICES

9.01. **Required Notices**: Any notices required under this Plan to either Group or VSP shall be in written format. Notices sent to Group will be sent to the address or email address shown on the Group's Application unless otherwise directed by the Group. Notices sent to VSP shall be sent to the address shown on the first page of this Plan. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

X.
MISCELLANEOUS

10.01. **Entire Plan:** This Plan, the Group Application, the Evidence of Coverage, and all Exhibits, Riders and attachments hereto, and any amendments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Plan.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities specified herein.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors. Member Doctors are independent contractors and responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

10.04. **Assignment:** Neither this Plan nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

10.05. **Severability:** Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law:** This Plan shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

10.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Equal Opportunity:** VSP is an Equal Opportunity and Affirmative Action employer.

10.09. **Grievances/Complaints:** The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(800) 877-7195** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

The Department also has a toll-free telephone number (1-888-HMO-2219), a TDD line (1-877-688-9891) for the hearing impaired and its Internet Web site (<http://www.hmohelp.ca.gov>) has complaint forms online. The plan's grievance process and the Department's complaint review process are in addition to any other dispute resolution procedures that may be available to Covered Persons, and the failure to use these procedures does not preclude Covered Person's use of any other remedy provided by law.

10.10. **Communication Materials:** Communication materials created by Group which relate to this vision care Plan must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including but not limited to, ERISA requirements.

EXHIBIT A

**VISION SERVICE PLAN
SCHEDULE OF BENEFITS
VSP Choice Plan**

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Policy to which it is attached.

Member Doctors are those doctors who have agreed to participate in VSP's Choice Network.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

A Copayment amount of \$20.00 shall be payable by the Covered Person to the Member Doctor at the time services are rendered.

PLAN BENEFITS

	<u>MEMBER DOCTOR BENEFIT</u>	<u>NON-MEMBER PROVIDER BENEFIT</u>
VISION CARE SERVICES		
<u>Eye Examination</u>	Covered in Full*	Up to \$ 45.00*

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations every 12 months.

*Less any applicable Copayment.

VISION CARE MATERIALS

**MEMBER DOCTOR
BENEFIT**

**NON-MEMBER
PROVIDER BENEFIT**

Lenses

Single Vision	Covered in full*	Up to \$ 30.00*
Bifocal	Covered in full*	Up to \$ 50.00*
Trifocal	Covered in full*	Up to \$ 65.00*
Lenticular	Covered in full*	Up to \$ 100.00*

Available once every 12 months.

Frames

Covered up to Plan Allowance*	Up to \$ 70.00*
-------------------------------	-----------------

Available once every 12 months.

*Less any applicable Copayment.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

CONTACT LENSES

Contact lenses are available once every 12 months in lieu of all other lens and frame benefits available herein. When contact lenses are obtained, the Covered Person shall not be eligible for lenses again for 12 months and frames for 12 months.

Necessary-

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member Doctor or Non-Member Provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

**MEMBER DOCTOR
BENEFIT**

**NON-MEMBER
PROVIDER BENEFIT**

Professional Fees and Materials
Covered in full*

Professional Fees and Materials
Up to \$210.00*

Elective -

**MEMBER DOCTOR
BENEFIT**

**NON-MEMBER
PROVIDER BENEFIT**

Elective Contact Lens fitting and evaluation** services are covered in full once every 12 months, after a maximum \$60.00 Copayment.

Materials
Up to \$150.00

Professional Fees and Materials
Up to \$105.00

*Subject to Copayment

**15% discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

	<u>MEMBER DOCTOR BENEFIT</u>	<u>NON-MEMBER PROVIDER BENEFIT</u>
Supplementary Testing	Covered in Full	Up to \$125.00

Complete low vision analysis/diagnosis, which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

Supplemental Care Aids	75% of Cost	75% of Cost
-------------------------------	-------------	-------------

Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

Benefit Maximum

The maximum benefit available is \$1000.00 (excluding Copayment) every two years.

NON-MEMBER PROVIDER BENEFIT

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a $\pm .50$ diopter power); or two pair of glasses in lieu of bifocals;
- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;
- Medical or surgical treatment of the eyes;
- Corrective vision treatment of an Experimental Nature;
- Costs for services and/or materials above Plan Benefit allowances;
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP'S OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

EXHIBIT B

**VISION SERVICE PLAN
SCHEDULE OF PREMIUMS
VSP Choice Plan**

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below:

- \$ 9.52 per month for each eligible Enrollee without Eligible Dependents.
- \$ 19.04 per month for each eligible Enrollee with one Eligible Dependent.
- \$ 30.65 per month for each eligible Enrollee with two or more Eligible Dependents.

NOTICE: The premium under this Plan is subject to change upon renewal (after the end of the Initial Plan Term or any subsequent Plan Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

ADDENDUM

VISION SERVICE PLAN ADDITIONAL BENEFIT RIDER DIABETIC EYECARE PLUS PROGRAM

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated. Plan Benefits under the Diabetic Eyecare Program are available to Covered Persons who have been diagnosed with type 1 or type 2 diabetes and specific ophthalmological conditions. This Rider forms a part of the PLAN or Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee.
- The legal spouse of Enrollee.
- The Domestic partner of the same or opposite gender as Enrollee.
- Children of the Domestic Partner provided they depend upon the Enrollee for support and maintenance.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they attain the age of 26 years.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PROGRAM DESCRIPTION

The Diabetic Eyecare Plus Program ("DEP Plus") is intended to be a supplement to Covered Person's group medical plan. Providers will first submit a claim to Covered Person's group medical insurance plan, and then to VSP. Any amounts not paid by the medical plan will be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB." Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.) If Covered Person does not have a group medical plan, providers will submit claims directly to VSP.

Examples of symptoms which may result in an Covered Person seeking services under DEP Plus may include, but are not limited to:

- blurry vision
- trouble focusing
- transient loss of vision
- "floating" spots

Examples of conditions which may require management under DEP Plus may include, but are not limited to:

- diabetic retinopathy
- rubeosis
- diabetic macular edema

REFERRALS

If Covered Person's Member Doctor cannot provide Covered Services, the doctor will refer the Covered Person to another Member Doctor or to a physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of DEP Plus, the Member Doctor will refer the Covered Person to a physician.

Referrals are intended to insure that Covered Person receive the appropriate level of care for their presenting condition. **Covered Persons do not require a referral from a Member Doctor in order to obtain Plan Benefits.**

**PLAN BENEFITS
VSP NETWORK DOCTORS**

COVERED SERVICES

Eye Examination: Covered in full after a Copayment of \$20.00.

Special Ophthalmological Services: Covered in Full.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Diabetic Eyecare Plus Program provides coverage for limited, vision-related medical services. A current list of these procedures will be made available to Covered Person upon request. The frequency at which these services may be provided is dependent upon the specific service and the diagnosis associated with such service.

NOT COVERED

1. Services and/or materials not specifically included in this Rider as Plan Benefits.
2. Frames, lenses, contact lenses or any other ophthalmic materials.
3. Orthoptics or vision training and any associated supplemental testing.
4. Surgery of any type, and any pre- or post-operative services.
5. Treatment for any pathological conditions.
6. An eye exam required as a condition of employment.
7. Insulin or any medications or supplies of any type.
8. Local, state and/or federal taxes, except where VSP is required by law to pay.

DIABETIC EYECARE PROGRAM DEFINITIONS

Diabetes	A disease where the pancreas has a problem either making, or making and using, insulin.
Type 1 Diabetes	A disease in which the pancreas stops making insulin.
Type 2 Diabetes	A disease in which the pancreas either makes too little insulin or cannot properly use the insulin it makes to convert blood glucose to energy.
Diabetic Retinopathy	A weakening in the small blood vessels at the back of the eye.
Rubeosis	Abnormal blood vessel growth on the iris and the structures in the front of the eye.
Diabetic Macular Edema	Swelling of the retina in diabetes mellitus due to leaking of fluid from blood vessels within the macula.

ADDENDUM

VISION SERVICE PLAN

VI. ELIGIBILITY FOR COVERAGE

6.01 (b) **Eligible Dependents**, Add the Following:

(1a) The domestic partner of the same gender as Enrollee, pursuant to the Group's eligibility rules which are applicable to the Group's general medical benefits; and

(2b) any children of the domestic partner provided they depend upon the Enrollee for support and maintenance.

ADDENDUM

VISION SERVICE PLAN THE CALIFORNIA CONTINUATION BENEFITS REPLACEMENT ACT OF 1997 (CAL-COBRA)

Pursuant to California Health and Safety Code Section 1366.25, the following section is hereby incorporated into the Group Vision Care Plan, if, and only to the extent Cal-COBRA applies to the parties to this Plan:

The California Continuation Benefits Replacement Act of 1997 (**Cal-COBRA**) requires health care service plans providing contracted coverage to employers with 2 to 19 eligible employees to offer continuation coverage for purchase by qualified beneficiaries upon the occurrence of a qualifying event. VSP and Group are subject to the following obligations in connection with continuation coverage:

1. Group agrees to provide VSP with notice of any employee who has had a "qualifying event", within 31 days of the qualifying event. A "qualifying event" means any of the following events that, but for the election of continuation coverage *provided thereunder*, would result in a loss of coverage under the group benefit plan to a qualified beneficiary:

- The death of the covered employee.
- The termination or reduction of hours of the covered employee's employment, except that termination for gross misconduct does not constitute a qualifying event.
- The divorce or legal separation of the covered employee from the covered employee's spouse.
- The loss of dependent status by a dependent enrolled in the group benefit plan.
- With respect to a dependent only, the covered employee's eligibility for coverage under Title XVIII of the United States Social Security Act (Medicare).

Within 14 days of receipt of the foregoing notice of a qualifying event from Group, VSP will send to the qualified beneficiary's last known address, as provided by Group, the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to formally elect continuation coverage.

2. Group agrees to notify qualified beneficiaries currently receiving continuation coverage, whose continuation coverage will terminate under one group benefit plan prior to the end of the period the qualified beneficiary would have remained covered under Cal-COBRA, as specified in Health and Safety Code Section 1366.27, a minimum of 30 days prior to the termination, of the qualified beneficiary's ability to continue coverage under a new group benefit plan for the balance of the period the qualified beneficiary would have remained covered under the prior group benefit plan. Group agrees to provide qualified beneficiaries subject to this paragraph with the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to continue coverage. This information shall be sent to the qualified beneficiary's last known address, as provided by the plan currently providing continuation coverage to the qualified beneficiary.



Your Vision Benefit Summary

Keep your eyes healthy with
CULVER CITY UNIFIED SCHOOL DISTRICT
 and VSP® Vision Care.

Using your VSP benefit is easy.

- **Find an eyecare provider who's right for you.**
 With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider. To find a VSP doctor, visit vsp.com or call 800.877.7195.
- **Review your benefit information.** Visit vsp.com to review your plan coverage before your appointment.
- **At your appointment, tell them you have VSP.** There's no ID card necessary.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP doctor.

Personalized Care

A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options for you and your family. You'll have access to great brands, like bebe®, Calvin Klein, Disney, FENDI, Nike, and Tommy Bahama®.

Plan Information

VSP Coverage Effective Date: 10/01/2013
VSP Doctor Network: VSP Choice

Benefit Summary

Benefit	Description	Copay
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 12 months 	\$20 for exam and glasses
Prescription Glasses		
Frame	<ul style="list-style-type: none"> • \$150 allowance for a wide selection of frames • 20% off amount over your allowance • Every 12 months 	Combined with exam
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months 	Combined with exam
Lens Options	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average 20-25% off other lens options • Every 12 months 	\$55 \$95 - \$105 \$150 - \$175
Contacts (instead of glasses)	<ul style="list-style-type: none"> • \$150 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation) • Every 12 months 	Up to \$60
Extra Savings and Discounts	<ul style="list-style-type: none"> • 20% off additional glasses and sunglasses, including lens options, from any VSP doctor within 12 months of your last WellVision Exam. • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities 	

Additional Coverage

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....	up to \$45	Lined Trifocal Lenses.....	up to \$65
Frame.....	up to \$70	Progressive Lenses.....	up to \$50
Single Vision Lenses.....	up to \$30	Contacts.....	up to \$105
Lined Bifocal Lenses.....	up to \$50		



Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

©2010 Vision Service Plan. All rights reserved. VSP and WellVision Exam are registered trademarks of Vision Service Plan. All other company names and brands are trademarks or registered trademarks of their respective owners.

VSP Choice Plan®
VSP Rates Presented to:
Culver City Unified School District



VSP Promise

Committed to Eye Health & Wellness
 100% Satisfaction Guaranteed
 Hassle-free Experience
 Privacy & Security
 Industry Benchmark of Quality

Choice & Convenience

Unrestricted Benefits
 Open Access to Any Eyecare Location
 Choice of Any Eyewear Brand
 Retail & Medical Office Locations

Service

50+ Years of Experience
 Dedicated Client Account Teams
 Operational Stability
 World Class Call Center
 IVR Available 24/7
 Online Client Resources & Tools
 Member Communications Support

VSP Preferred Providers

49,000 Access Points Nationwide
 One-Stop Shopping
 Evening & Weekend Hours
 Wholesale Frame Allowance
 Guarantee
 Average 21 Years in Practice

Enhanced Benefits

Eye Health Management Program®
 Covered in Full Lens Options with a Copay
 Discounts on Laser Vision Correction & Additional Glasses
 Contact Lens Special Offers

WellVision Exam®	Covered After Copay	Eye Exam	\$45
Lenses:		Lenses:	
Single Vision	Covered After Copay	Single Vision	\$30
Lined Bifocal	Covered After Copay	Lined Bifocal	\$50
Lined Trifocal	Covered After Copay	Lined Trifocal	\$65
Frame	\$150	Frame	\$70
Elective Contacts¹:		Elective Contacts¹:	
Contact Lens Exam ²	Up to \$60 Copay	Contact Lens Exam and Contact Lenses	\$105.00
Contact Lenses	\$150		

1 Contact lenses are in lieu of lenses and frame
 2 Contact lens exam (fitting and evaluation) is covered in full with a copay not to exceed \$60 for all contact lens wearers (standard and premium fit); members will also receive 15% off of the contact lens exam and all other contact lens services

Plan A	12 Months	24 Months	24 Months
Plan B	12 Months	12 Months	24 Months
Plan C	12 Months	12 Months	12 Months

Plan A \$20 Copay	\$6.32	\$12.63	\$20.34
Plan B \$20 Copay	\$7.70	\$15.39	\$24.78
Plan C \$20 Copay	\$9.52	\$19.04	\$30.65

The above **tenthly** rates are based on 748 eligible employees and are valid for an effective date on or before October 1, 2013.

Rates are net of commissions.

Coverage offered: 100% employer paid

Rate impact to add Interim Benefits:

- IB for lenses only = 5%
- IB for frame only = 5%
- IB for lenses & frame = 10%

Four-year Rate Guarantee

Contracts will be issued for 48 months unless other arrangements are made with VSP in advance. VSP will consider longer rate guarantees, but at higher rates. If it is necessary to raise our rates at the end of the contract period or any month thereafter, you will be notified at least 60 days in advance. All rates are subject to final contract terms.

BOARD REPORT

9/24/13

14.3d

14.3d Approval of Change in Employee Dental Benefits

At this time, we need to approve the 2013-14 change in dental benefits available to all eligible employees. This change in benefits includes, but is not limited to, an increase in the calendar year benefits from \$1,500 to \$2,000 and the addition of orthodontia coverage to the Delta Dental PPO plan.

The new Delta Dental PPO and HMO Plans will provide dental care to our employees commencing January 1, 2014, which will replace the current Delta Dental PPO and HMO plans effective on that date.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the change in benefits with Delta Dental.

Moved by:

Seconded by:

Vote:

**2013 - 14
DELTA DENTAL OF CALIFORNIA (Delta)
ASCIP RATE SHEET**

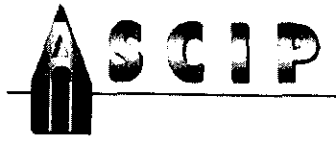
Presented to: Culver City Unified School District
From: ASCIP
Subject: 2013 - 14 Rates
Date: July 16, 2013

ASCIP is notifying you there will be a 10.835 % increase in your Delta rates. The 2013 - 14 Delta program and rates are:

	Group No	Payment Schedule	1 Party	2 Party	Family	Composite
ACTIVE	2301	Tenthly	\$95.13	\$170.61	\$244.40	
COBRA	2303	Monthly	\$79.24	\$142.21	\$203.69	
	2% COBRA		\$80.82	\$145.05	\$207.76	
RETIREE	2302	Monthly	\$79.24	\$142.21	\$203.69	

Your monthly Delta COBRA rates for the 2013 - 14 plan year are listed above. Please note that COBRA participant payments must be collected from the COBRA participant on a monthly basis (rather than on a tenthly basis) and must be paid to ASCIP on a monthly basis. You will not receive Assembly Bill (AB) 528 Delta rates from ASCIP, since AB528 rates come from Delta and are paid directly to Delta instead of ASCIP.

7/16/2013 - 8:38:40 AM



ASCIP Delta Dental Enhanced PPO
Health Benefits Program Comparison Prepared for
Culver City Unified School District
Effective 1/1/14

Eligible Participants	Current Program		Proposed Program	
	Delta Premier Current Plan		Delta Enhanced PPO Plan A w/ Ortho	
	In-Network	Out-of-Network	In-Network	Out-of-Network
General Benefits				
Calendar Year Deductible	None		None	
Calendar Year Maximum Benefit	\$1,500		\$2,000	
Diagnostic Care Benefits				
Oral exam, cleaning, x-rays, tissue biopsy exams, fluoride treatment, space maintainers, specialist consultation.	70-100%		100%	
Basic Benefits				
Oral surgery (extractions), fillings, root canals, periodontic (gum) treatment, tissue removal (biopsy), sealants	70-100%		100%	
Crowns and Other Cast Restorations				
	70-100%		100%	
Prosthodontics				
Bridge Bridges (partial and full), dentures	50%		70%	50%
Dental Accident Benefits				
	100%, \$1,000 maximum per calendar year		100%, \$1,000 maximum per calendar year	
Enhancements				
Third Cleaning for Pregnancy	Not Covered		Covered up to plan maximum	
Dental Implants	Not Covered			
Orthodontics				
<i>Standard</i>	Not Covered		50%, \$1,000 lifetime max	
Monthly Rates (Active)				
	Enrollees	Renewal Rates (2%)	Rates	% Change ¹
Employee Only	163	\$87.55	\$95.13	10.8%
Employee + 1	137	\$157.01	\$170.61	10.8%
Employee + 2 or More Dependents	160	\$224.92	\$244.40	10.8%
Monthly Total	460	\$71,768	\$77,985	10.8%
Annual Total	\$717,682		\$779,852	
Annual Change vs. Renewal	\$14,079		\$62,170	

The chart above only provides highlights of the benefits offered by ASCIP. If there are inconsistencies between this chart and the official plan document, the official plan document shall prevail. ASCIP may modify, amend or terminate any of the benefit plans at any time, with or without notice. This chart does not serve as a contract.

¹Percentage change from current rates.

**2013 - 14
Delta Care Dental
ASCIP RATE SHEET**

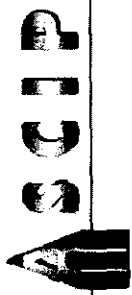
Presented to: Culver City Unified School District
From: ASCIP
Subject: 2013 - 14 Rates
Date: August 26, 2013

ASCIP is notifying you there will be a -21.15 % decrease in your Delta Care Dental rates. The 2013 - 14 Delta Care Dental program and rates are:

	Group No	Payment Schedule	1 Party	2 Party	Family	Composite
ACTIVE	00059	Tenthly				\$37.81
COBRA	00060	Monthly	\$17.33	\$28.65	\$42.20	
	2% COBRA		\$17.68	\$29.22	\$43.04	
ABS28 RETIREE	00167	Monthly	\$30.70	\$54.34	\$59.03	

Your monthly Delta Care Dental COBRA rates for the 2013 - 14 plan year are listed above. Please note that COBRA participant payments must be collected from the COBRA participant on a monthly basis (rather than on a tenthly basis) and must be paid to ASCIP on a monthly basis.

8/26/2013 - 12:12:26 PM



ASCIP DeltaCare USA Plan Offering
Health Benefits Program Comparison Prepared for
Culver City Unified School District
Effective 1/1/2014

Eligible Participants	ADA Codes	Current Plan CAAIG			
		10 A	11 A	12 A	
Diagnostic & Preventative					
Exams	D0120	No cost	No cost	No cost	
Cleanings	D1110	No cost	No cost	No cost	
Fluoride	D1206	No cost	No cost	No cost	
Space Maintainers	D1510	\$10 copay	\$25 copay	\$35 copay	
X-Rays	D0270	No cost	No cost	No cost	
Sealants	D1351	\$5 copay	\$10 copay	\$10 copay	
Basic Benefits					
Emergency Treatment for	D9110	\$5 copay	\$5 copay	\$10	
Fillings	D2140	No cost	No cost	\$5	
Endodontics (Root Canal)	D3310	\$45 copay	\$55	\$85	
Periodontics	D4341	No cost	\$25	\$40	
Simple Extractions	D7111	No cost	No cost	\$5	
Crowns and Other Cast Restorations					
Porcelain Crowns	D2740	\$195 copay	\$240	\$295	
Porcelain inlay	D2610	\$135	\$165	\$215	
Prosthetics					
Porcelain Protric (bridge)	D6245	Optional	\$240	\$295	
Rates - Ten Yearly					
		Enrollees	Renewal Rates	Rates	% Change
Composite		100	\$47.95	\$37.81	-21.1%
				\$30.92	-35.5%
				\$26.65	-44.4%
Annual Total		\$47,950		\$30,920	
Annual Change				(\$17,030)	

Notes:

The chart above only provides highlights of the benefits offered by ASCIP. If there are inconsistencies between this chart and the official plan documents, the plan documents will govern. ASCIP may modify, amend or terminate any of the benefit plans at any time, with or without notice. This chart does not serve as a contract.

9/24/13
14.4a`

BOARD REPORT

**14.4a Approval is Recommended for the Memorandum of Understanding
Between CCUSD and CCFT**

The 2012/2013 Memorandum of Agreement Between CCUSD and CCFT reflects the 2% salary increase to be applied to extra assignments. Effective July 1, 2013, The Extra Assignment hourly rate will be increased from \$35.00 to \$35.70.

RECOMMENDED MOTION: It is recommended that the Board of Education approve the 2012/2013 Memorandum of Agreement Between the Culver City Unified School District and the Culver City Federation of Teachers Association as presented.

Moved by:

Seconded by:

Vote:


Culver City Unified School District
Culver City Federation of Teachers
Certificated Negotiations
2012-2013

The Culver City Unified School District (District) and The Culver City Federation of Teachers (CCFT) have completed negotiations for the 2012-2013 school year and agree to maintain the provision of the current Collective Bargaining Agreement except as follows:

Effective July 1, 2013, the Extra Assignment hourly rate will be increased from \$35.00 to \$35.70 due to the 2% salary increase.



For CCFT



For the District

8/29/13

Date

8/29/13

Date