

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 Boulevard, Culver City, CA 90232

December 10, 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

Nancy Goldberg, Clerk

Laura Chardiet, Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

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

3.2 Conference with Labor Negotiator (Pursuant to GC §54957.6)
Agency Designated Representatives: Leslie Lockhart, Assistant Superintendent of Human Resources; Mike Reynolds, Assistant Superintendent of Business Services; David LaRose, Superintendent
Employee Organizations: Culver City Federation of Teachers (CCFT); Association of Classified Employees (ACE); and Management Association of Culver City Schools (MACCS)

- 3.3 Public Appointment/Employment (Pursuant to GC §54957)
Certificated Personnel Services Report No. 9
Classified Personnel Services Report No. 9

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

5.1 Roll Call – Board of Trustees
Katherine Paspalis, Esq., President
Nancy Goldberg, Clerk
Laura Chardiet, Member

5.2 Flag Salute

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

7. **PUBLIC HEARING** - None

8. **ADOPTION OF AGENDA**

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

9. **BOARD BUSINESS**

- 9.1 Oath of Office for Incoming Board Members
- 9.2 Annual Governing Board Organizational Meeting – Ed. Code 35143
- 9.3 CSBA Delegate Assembly Nomination

10. **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.

- 10.1 Approval is Recommended for the Minutes of Regular Meeting – November 26, 2013
- 10.2 Approval is Recommended for Purchase Orders
- 10.3 Approval is Recommended for Acceptance of Gifts - Donations
- 10.4 Approval is Recommended for the Certificated Personnel Reports No. 9
- 10.5 Approval is Recommended for the Classified Personnel Reports No. 9
- 10.6 Approval is Recommended for Culver City High School Overnight Field Trip

- 10.7 Approval is Recommended for Culver City Middle School Overnight Field Trip
- 10.8 Approval is Recommended for the Student Teacher Agreement Between the Culver City Unified School District and Loyola Marymount University

11. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 11.1 Math Acceleration Presentation

12. 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.

- 12.1 Superintendent's Report
- 12.2 Assistant Superintendents' Reports
- 12.3 Student Representatives' Reports
- 12.4 Members of the Audience
- 12.5 Members of the Board of Education

13. 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.

- 13.1 Presentation of the First Interim Report for 2013-2014
- 13.2 Official Election Results

14. RECESS (10 Minutes)

15. 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.

15.1 Superintendent's Items

15.1a Approval is Recommended for the Naming of the Culver City Youth Health Center

Motion by _____ Seconded by _____ Vote _____

15.2 Education Services Items - None

15.3 Business Items

15.3a Approval is Recommended for the Certification of the First Interim Report for 2013-2014

Motion by _____ Seconded by _____ Vote _____

15.3b Approval is Recommended for the Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents

Motion by _____ Seconded by _____ Vote _____

15.3c Approval is Recommended to Authorize the Superintendent or Designee to Negotiate and Sign Agreement with HplusF Architects

Motion by _____ Seconded by _____ Vote _____

15.3d Approval is Recommended to Authorize the Superintendent or Designee to Negotiate and Sign Agreement with Election Consulting Firm

Motion by _____ Seconded by _____ Vote _____

15.3e Approval is Recommended to Authorize the Superintendent or Designee to Negotiate and Sign Agreement with Pacific Floor

Motion by _____ Seconded by _____ Vote _____

15.3f Approval is Recommended to Authorize the Superintendent or Designee to Sign Agreement with GGB Architects

Motion by _____ Seconded by _____ Vote _____

15.3g Approval is Recommended to Authorize the Superintendent or Designee to Sign Agreement with Robert Scales

Motion by _____ Seconded by _____ Vote _____

15.3h Approval is Recommended to Authorize the Superintendent or Designee to Sign Agreement with Harrington Geotechnical Services

Motion by _____ Seconded by _____ Vote _____

15.3i Approval is Recommended to Authorize the Superintendent or Designee to Negotiate and Sign Agreement with Sandy Pringle Associates

Motion by _____ Seconded by _____ Vote _____

15.3j Approval is Recommended for Agreement Between Culver City Unified School District and Dannis, Wolliver, and Kelley

Motion by _____ Seconded by _____ Vote _____

15.4 **Personnel Items** - 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

January 14 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place
January 28 – 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

9.1 Oath of Office for Incoming Board Members

Incoming Board Members Susanne Robins and Steven Levin; and Incumbent Katherine Paspalis take their Oath of Office for the Culver City Unified School District.

9.2 Annual Governing Board Organizational Meeting - Ed. Code 35143

ELECTION OF OFFICERS:

President

Nominations:

Elected:

Vice President

Nominations:

Elected:

Clerk

Nominations:

Elected:

Voting Representative to the Los Angeles County School Trustees Association and Representative to Elect Members to the County Committee on School District Organization

Nominations:

Elected:

APPOINTMENTS:

Parliamentarian

Representatives to the Board of Education/City Council Liaison Committee

1.

2.

3.

(Alternate)

Representative to the Youth Health Center Committee

Representative to the District Community Arts Committee

Representative to the Fineshriber Foundation

Liaison to the Culver City Education Foundation

BOARD REPORT

9.3 Discussion Regarding Nominees for the 2014 CSBA Delegate Assembly

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until Tuesday, January 7, 2014. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses.



California School Boards Association

November 1, 2013

*TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Tuesday, January 7, 2014
Please deliver to all members of the governing board.*

MEMORANDUM

To: All Board Presidents, Superintendents and CSBA Member Boards of Education

From: Cindy Marks, President

Re: Call for Nominations for CSBA Delegate Assembly

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. **Nomination and Candidate Biographical Sketch forms for CSBA's Delegate Assembly are now being accepted until Tuesday, January 7, 2014.** All forms and information related to the election process are available to download from the CSBA website at www.csba.org/AboutCSBA.aspx.

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must give their approval prior to being nominated to CSBA's Delegate Assembly.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form and an optional one-page, one-sided résumé, (résumé cannot be substituted for the candidate biographical sketch form).
- All nomination materials must be postmarked or faxed no later than **Tuesday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.
- Delegates serve two-year terms beginning April 1, 2014 through March 31, 2016.
- There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November or December.

For further information about the Delegate Assembly, please contact CSBA's Leadership Services department at (800) 266-3382. You may download the following forms and find more information at www.csba.org/AboutCSBA.aspx. Thank you.

- ❖ Nomination Form
- ❖ Candidate's Biographical Sketch Form
- ❖ Important Dates
- ❖ List of all Delegates whose term expires in 2014
- ❖ Alphabetical List of Districts and County offices
- ❖ FAQ



2014 Delegate Assembly Nomination Form

DUE: Tuesday, January 7, 2014 (U.S.P.S.)

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

CSBA Region/subregion # 24/ _____

The Board of Education of the Culver City Unified School District
(Nominating School District or COE)

wishes to nominate: _____
(Nominee)

The nominee is a member of the Culver City Unified School District,
(Nominee's School District or COE)

which is a member of the California School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms must be returned and faxed to (916) 371-3407 or mailed to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 and U.S.P.S. no later than **Tuesday, January 7, 2014. Forms postmarked or faxed after Tuesday, January 7 cannot be accepted.** Please contact CSBA Leadership Services at (800) 266-3382 should you have any questions. Thank you.

2014 Delegate Assembly Candidate Biographical Sketch Form



DUE: Tuesday, January 7, 2014 (U.S.P.S.)

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this **required one page** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this **one page** candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: _____	CSBA Region: _____
District or COE: _____	Years on board: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate?	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: _____

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>November 26, 2013</u>
Place:	<u>City Hall (Chambers)</u>	Time:	<u>6:00 p.m. – Public Meeting</u>
	<u>9770 Culver Boulevard</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

Karlo Silbiger, President
Katherine Paspalis, Esq., Vice President
Patricia Siever, Professor, Clerk
Laura Chardiet, Member
Nancy Goldberg, 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 7:15 p.m. with all Board members in attendance. Debbie Hamme 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 the following action was taken. The Board took action to place custodian on compulsory leave of absence pursuant to Education Code Section 45304(c). The vote was 5 – Ayes and 0 – Nays.

8. Adoption of Agenda

It was moved by Ms. Siever and seconded by Ms. Goldberg that the Board adopt the November 26, 2013 agenda as presented. The motion was unanimously approved.

9. Consent Agenda

Mr. Zeidman 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. Mr. Silbiger requested that item 9.6 be withdrawn. It was moved by Ms. Chardiet and seconded by Ms. Goldberg to approve Consent Agenda Items 9.1, 9.3, 9.4, 9.5, and 9.7 – 9.9 as presented. The motion was unanimously approved.

- 9.1 Minutes of Regular Meeting – November 12, 2013
- 9.3 Purchase Orders and Warrants
- 9.4 Certificated Personnel Reports No. 8
- 9.5 Classified Personnel Reports No. 8
- 9.7 Common Core Budget Plan
- 9.8 Disposal of Surplus Equipment
- 9.9 Ratify Nutrition Agreement between Culver City Unified School District and Pepperdine University

9.2 Approval is Recommended for Purchase Orders and Warrants

Ms. Siever withdrew this item to discuss Purchase Order 62093 on page three to the Los Angeles County Office of Education and asked why it was twenty thousand dollars more this year than it was last year. Mr. Reynolds stated that the purchase order is for special education targeted services. The amount is based on the amount of students served. Ms. Siever asked Mr. LaRose about the status on trying to reduce some of the costs associated with special education services. Dr. Krumpe added that the contracted services costs are being reviewed at the moment and the Board will be brought additional information from Jo-Anne Cooper. We are moving towards providing some of the contracted services. Ms. Siever asked if there was a reduction percentage decided upon to figure out how much money could be saved. Dr. Krumpe stated not at this time. We do not have percentage that we are looking to save.

9.6 Approval is Recommended for the Single Plans for Student Achievement for Culver City High School, Culver Park High School, Culver City Middle School, El Marino Elementary School, El Rincon Elementary School, Farragut Elementary School, La Ballona Elementary School, and Linwood Howe Elementary School

Mr. Silbiger withdrew this item and stated that he spoke to Dr. Krumpke yesterday and he appreciates the information he was given. He understands the way that they are being brought to the Board is changing. He encouraged the staff and Board to have meaningful discussions on the site plans and direction of the schools. He provided examples of things he thinks needed to be looked at. For example in the High School site plan on page 22 it states that the goal is to have a 100% graduation rate. It later states that in 2012 the estimated graduation rate is 90.7%. English learners had a 66% graduation rate which is a pretty substantial difference, and he thinks that needs some attention to figure out what the District needs to do to get that percentage rate to increase and to support the students. He also stated that on page twenty-nine it states that "all students will be college and career ready upon graduation" which he was unclear as to what that meant. The site plan later states that the goal is to 50% UC eligible and currently only 41% were UC ready in 2012. He thinks that we need to look at why, and he is hoping that there will be a larger conversation sometime in the near future.

It was moved by Mr. Silbiger and seconded by Ms. Chardiet that the Board approve the Single Plans for Student Achievement for Culver City High School, Culver Park High School, Culver City Middle School, El Marino Elementary School, El Rincon Elementary School, Farragut Elementary School, La Ballona Elementary School, and Linwood Howe Elementary School as presented. The motion was unanimously approved.

10. Awards, Recognitions and Presentations – None

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose stated that he and the Assistant Superintendent's will not have a formal report this meeting and dedicated their time to acknowledging the outgoing Board members. On behalf of himself and the Assistant Superintendent's Mr. La Rose thanked Ms. Siever and Mr. Silbiger for their service to District and the community. He asked Mrs. Lockhart, Dr. Krumpke, and Rebecca Williams to present them with their cards, certificates, District t-shirts, and a gift on behalf of the District.

11.2 Assistant Superintendents' Reports

There was no report from the Assistant Superintendents.

11.3 Student Representatives' Reports

Middle School Student Representative

Natalya Tapia, Culver City Middle School Student Representative, was not present.

Culver Park Student Representative

Wendy Gonzalez, Culver Park High School Student Representative, was not present.

Culver City High School Student Representative/Student Board Member

Roy Gonzalez, Student Board Member, reported on activities at Culver City High School, including providing the Board with an update on the Blood Drive; the Lunch and Learn Programs being very successful and he explained how the program work; an update on renovations for the Peace Garden are continuing by reappportioning the money in the ASB account. The garden should be completed this weekend. He provided an update for the Pennies for Patients fundraiser and stated that it has been successful. ASB is adopting a family of five over the holidays and helping them get items that they have requested such as school supplies, food, and clothing. The Back Packs for Kids program has also been a success. Mr. Gonzalez also provided the Board with an update on the sports teams at the High School and stated that the spring sports teams are starting practice.

11.4 Members of the Audience

Members of the audience spoke about:

- Meghan Sahli-Wells expressed her heartfelt thanks to Mr. Silbiger and Ms. Siever for their service as this was the last meeting they would be attending. She further directed comments to Mr. Silbiger stating that there were three words that came to mind when she was reflecting on his term which were diligence, intelligence and integrity. She thanked him for his leadership and said he will be missed.
- Ken Browning stated that by taking little steps you can see a big difference. He thanked the Ms. Siever and Mr. Silbiger for their service and said that having solar panels in the District “really rocks!”
- Disa Lindgren went to school in the District and has been a long-time resident. She appreciates the experience that she has had here in Culver City. Ms. Lindgren stated that she knows how radically things have changed since she was in school, and understands that the school board plays a critical role in running a district. She thanked Ms. Siever and Mr. Silbiger for their service. She stated that she was impressed by Mr. Silbiger’s leadership as she has attended some of his community forums that he has held.
- Margaret Lindgren thanked all of the Board members for their service. She wanted to express what a good listener Mr. Silbiger is and stated that he is a person of vision. He has brought that vision to the Board. She stated he is a collegiate person and believes he will go far in policy-making. Ms. Lindgren felt that since he also is an active teacher it gives him a special perspective as a Board member.
- Robert Zirgulis, who stated he lost as a candidate in the election, wanted to acknowledge the hard work of all of the candidates. He was disappointed that only 15% of the community voted. He wanted to state that he has not given up on refurbishing the Natatorium.
- Carlene Brown stated that she was very appreciative of Ms. Siever’s service to the District even though she does not know her as well as Mr. Silbiger. She spoke about what a great leader Mr. Silbiger has been and his assistance in hiring such a wonderful Superintendent. She was enthusiastic on championing the “whole child” vision set out by Superintendent LaRose.
- Luther Henderson congratulated the new Board members, Susanne Robins, Steven Levin, and Incumbent Katherine Paspalis. He congratulated Ms. Siever on her service to the District and wanted everyone to know that it is not the singling out of one person, but a team. It is the Board as a collective unit that makes decisions and he commended them. He posed the question, “Is the District better off than it was four years ago?” He said, “Yes.” The Culver City schools are better off than they were. The schools and students are stronger academically and he stated that there is great staff. The new Board members are challenged with keeping the District on an upward path. Dr. Henderson stated he is happy that the District hired additional staff for the Music Department. He thanked his wife, Ms. Siever, for her service in the District.
- David Mielke thanked Ms. Siever and Mr. Silbiger for their service and stated that he is glad people are acknowledging their service. He commented that both Ms. Siever and Mr. Silbiger were very vocal about supporting one of the District’s neediest populations which are the students at Culver Park. He thanked the Board and staff for moving negotiations along and for supporting the labor and management partnership. Mr. Mielke provided an update on the partnership meeting
- Jim Province thanked Ms. Siever and Mr. Silbiger for their service and wished them success in the future. He stated that a lot has gotten accomplished over the past two years. He commended Ms. Siever and spoke about how he appreciates both of them. Their commitment is admirable.
- Rick Tuttle congratulated Ms. Paspalis, Ms. Robins, and Mr. Levin on the election. He stated that we have been fortunate to have Ms. Siever serve in this District and she is woman of great distinction. He spoke about the accomplishment of Ms. Siever and her husband Dr. Luther Henderson.
- Rebecca Rona stated that Mr. Silbiger always amazes her. She thinks everyone knows how talented he is and how he is capable of doing amazing things. She addressed Ms. Siever and said that she has been privileged to work with her on the Martin Luther King, Jr. Committee. She said that Ms. Siever was very committed to her students, and that Ms. Siever, Mr. Silbiger and Ms. Goldberg have unique perspectives as teachers. Ms. Rona stated that Ms. Siever brings another perspective since she works with college students. Therefore, Ms. Siever knows exactly where she would like our students to be academically. Ms. Rona shared a story about living on Orange County where she felt everyone “looked alike.” She then stated that she loved the diversity in the District.

- Ann Alexander commended Ms. Siever and Mr. Silbiger for being on the Board because collectively they hired the best Superintendent she thinks the District has ever had. She stated her disappointment in the number of voters at the election. She thinks there was low voter turnout because people are happy with the way the District is going right now. When people are not happy she thinks you tend to get more voters who are trying to make a change.

11.5 Members of the Board

Board Members spoke about:

- Ms. Goldberg commended Ms. Siever and Mr. Silbiger by asking the audience to look at the wonderful service they have given the District. She stated she is going to miss them but she is going to work at integrating our new Board members and making them feel welcome.
- Ms. Chardiet stated that she had the opportunity to see the girl's volleyball team play in the playoff game, and she saw AVPA's "12 Angry Jurors." As she was watching the students in both of these activities she notices how engrossed and "all in" they were. She stated this Board has been "all in" and noted that there has been a lot of collaboration.
- Ms. Siever congratulated the new Board members and stated that the District will have a great Board moving forward. She is sure that there will be a bond passed in June. She has been on the Governor's Board, taught over seventeen thousand students, sat on several other Boards, and has had many accomplishments of serving the community in different capacities. When she was asked to run for the Board she was not sure, but decided to do so because she loves education. Ms. Siever stated that this Board has always come together no matter what their differences were. She stated that she has been fortunate and privileged to work with this Board. Ms. Siever thanked Dr. Henderson for his support over the past four years and for his attendance at every Board meeting. She also introduced her daughter Stephanie and her son Josh who were in the audience in support of her final attendance at a meeting.
- Mr. Silbiger gave many thanks to everyone who came and gave such heartfelt comments. He congratulated Ms. Paspalis, Ms. Robins, and Mr. Levin. Mr. Silbiger said he appreciates that Ms. Siever is always trying to make sure that the public has access to information. He wanted to note that when he would reminisce about being a student in the District it was to remind people what experience the students might be having in hopes that it would bring perspective and help the Board to do a better job. He read the many accomplishments of the Board during his service which included the solar project, moving half of the Board meetings to the City Chambers, beginning legitimate steps to moving immersion to the secondary level, healthier cafeteria food, and many other changes. He stated he will continue to be involved in the District and he challenged the new Board to keep bringing people in and being involved. As the District works on integrating Common Core, going through the bond process, working for arts for all, and two-language immersion, it is important to keep the community involved. He noted that this is the first time in twelve years that the Board has been without a person of color. He feels that is important when you have 75% of students that are non-white. It is important to have a Board that reflects the community and asked that the community remembers that at the next elections. Mr. Silbiger thanked his colleagues and previous colleagues, Steve Gourley and Scott Zeidman.
- Ms. Paspalis reported on her attendance at "12 Angry Jurors." She thanked Ms. Chardiet for working on some of the new legislation regarding adult schools and making sure the District is compliant. Ms. Paspalis thanked Ms. Siever and commended her for her generosity in donating her Board member stipend to the Education Foundation during her term. Ms. Paspalis thanked Mr. Silbiger for his service. She spoke about the fiscal condition that the Board has worked through. She spoke about how she looks forward to her continued service and future improvements in the District. Ms. Paspalis stated her appreciation working with the Superintendent, the Assistant Superintendents, and prior Board colleagues Steve Gourley and Scott Zeidman.

13. Recess

The Board recessed at 8:30 p.m. and reconvened at 9:05 p.m.

12. Information Items**12.1 CCUSD "Snapshot"**

Mr. LaRose said in the interest of time this item would be moved to a future meeting.

12.2 Capital Needs Update and Next Steps

Mr. Reynolds provided the Board with an update on the capital projects that are being done in the District and what the next steps would be. The capital needs have been and are currently being extensively examined by many different people and from many different perspectives. Mr. Reynolds spoke about the needs assessment being done by Balfour Beatty for all of the school sites. There are three different sub-committees who have met, at the direction of the Board, to investigate possible funding sources for these needs. There has also been a public opinion poll indicating that there was support in the community for the passage of a Prop 39 General Obligation Bond to address these needs. Ms. Chardiet asked if the Board could receive before and after photographs as the work is being done. Mr. Reynolds stated that everyone was so excited to get going on the projects that not many photographs were taken before they got started but wishes they had. Ms. Siever asked if minutes were taken at these sub-committee meetings. Mr. Reynolds stated that there were and he would be working on them over the holiday break. Ms. Siever also agrees with Ms. Chardiet that there should be before and after photos of the projects. Paul Ehrlich stated that he attended all three sub-committee meetings. He would like the school board to meet so we are all on the same page. He suggested an open forum or a workshop. Mr. Ehrlich spoke about the possible complications of a bond and feels the Board should discuss the possible restrictions. He also suggested that there should be a bond that is just for technology, or his previously suggested idea of the Board discussing an endowment. Ms. Chardiet stated her concerns about the timeline. Further discussion ensued regarding the timeline and RFP. Madeline Ehrlich stated that it disturbs her to have another survey with the costs that are entailed. She does not think we need to have another Measure EE. She was on the campaign for Measure EE and knows how the people felt about it and they were told it would not be renewed. Janet Chabola thinks the Board needs to make a decision on whether or not the District is going to pursue Measure EE. Paul Ehrlich thinks the Board should get a three year bond and forget the parcel tax extension.

12.3 Report on Extra Duty Assignments

Mr. Reynolds presented the information to the Board. Ms. Siever thanked Mr. Reynolds for bringing the information as she has been requesting it for some time.

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 to Authorize the Superintendent to Sign Agreement between Culver City Unified School District and CWE**

It was moved by Ms. Siever and seconded by Ms. Chardiet that the Board Authorize the Superintendent to Sign the Agreement between Culver City Unified School District and CWE as presented. The motion was unanimously approved.

14.4 Personnel Items - None**15. Board Business - None**

Adjournment

There being no further business, it was moved by Ms. Goldberg, seconded by Ms. Chardiet and unanimously approved to adjourn the meeting. Board President Ms. Paspalis adjourned the meeting at 9:55 p.m. in honor of the Ms. Siever and Mr. Silbiger's service to the District.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

BOARD REPORT

12/10/13

10.2

10.2 PURCHASE ORDERS

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

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

Purchase order grand total from November 17, 2013 through November 30, 2013 is \$97,430.12.

BUDGET NUMBER LEGEND FOR FUNDS

01.0 general fund
01.7 tri-city selva
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 November 17, 2013 through November 30, 2013 in the amount of \$97,430.12 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: **11/30/2013**
Run Time: **12:17:37AM**
FY: **13-14**
WEEKLY

Purchase Orders/Buyouts To The Board for Ratification From : **11/17/2013 To 11/30/2013**
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
11/26/13	60623A	A		11/26/2013	XEROX CORPORATION	OFFICE SUPPLIES	Culver City Middle School 60623A	01.0	00000.0	11100	10000	4350	3010001	13-14		651.53	651.53
11/26/2013					XEROX CORPORATION												651.53
11/26/13	61009MA	A		11/26/2013	MOBILE MINI, INC.	EQUIPMENT RENTAL/LEASE	Maintenance	01.0	81500.0	00000	81100	5890	0005040	13-14		400.00	400.00
11/26/2013					MOBILE MINI, INC.												400.00
11/25/13	61050M	A		11/25/2013	ALCO SERVICE & SUPPLY CO.	MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	13-14		218.74	218.74
11/25/2013					ALCO SERVICE & SUPPLY CO.												218.74
11/25/13	61051M	A		11/25/2013	MERCO CO., INC.	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	13-14		500.00	500.00
11/25/2013					MERCO CO., INC.												500.00
11/26/13	61207EF	A		11/26/2013	FOLLETT LIBRARY RESOURCES	BOOKS	El Marino Language 61207EF	01.0	90127.0	11100	10000	4220	2030000	13-14		634.88	634.88
11/26/2013					FOLLETT LIBRARY RESOURCES												634.88
11/22/13	61925A	A		11/22/2013	CDW-G	COMPUTER SUPP/EQUIP	Culver City Middle School 61925A	01.0	07395.0	11100	10000	4410	3010000	13-14		1,488.82	1,488.82
11/22/2013					CDW-G												1,488.82
11/20/13	62115	A		11/20/2013	REDWOOD PRESS	OFFICE SUPPLIES	Fiscal Services	01.0	00000.0	00000	73000	4350	0005010	13-14		62.63	62.63
11/20/2013					REDWOOD PRESS												62.63
11/18/13	62147	A		11/18/2013	REILLY WORKPLACE INVESTIGATIONS	LEGAL SERVICES	Human Resources	01.0	00000.0	00000	74000	5820	0003000	13-14		13,314.31	13,314.31
11/18/2013					REILLY WORKPLACE INVESTIGATIONS												13,314.31
11/18/13	62154	A		11/18/2013	CDW-G	OFFICE SUPPLIES	Purchasing	01.0	00000.0	00000	73000	4350	0005030	13-14		233.08	233.08
11/18/2013					CDW-G												233.08

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

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 FY: **13-14**
WEEKLY

Report ID: **LAPO009C**
 District: **64444**
 Purchase Orders/Buyouts To The Board for Ratification From: **11/17/2013 To 11/30/2013**
 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
11/18/2013							62154	CDW-G							233.08	
11/18/13	62155	A	11/18/2013	11/18/2013	CONTROLTEC, INC	CONTRACTED SERVICES	Office of Child Development 62155	12.0	50253.0	85000	27000	5810	0000002	13-14	250.00	
11/18/2013							62155	CONTROLTEC, INC							250.00	
11/18/13	62156	A	11/18/2013	11/18/2013	AVID CENTER	INSTRUCTIONAL SUPPLIES	Culver City High School 62156	01.0	40350.0	00000	27000	4310	4010000	13-14	86.60	
11/18/2013							62156	AVID CENTER							86.60	
11/21/13	62157	A	11/21/2013	11/21/2013	AMAZON.COM	INSTRUCTIONAL SUPPLIES	La Ballona Elementary 62157	01.0	91400.0	11100	10000	4310	2060000	13-14	62.48	
11/21/2013							62157	AMAZON.COM							62.48	
11/19/13	62158	C	11/19/2013	11/19/2013	OPALLIOS	INSTRUCTIONAL SUPPLIES	Fiscal Services	01.0	00000.0	00000	73002	4310	0005010	13-14	1,150.00	
11/19/2013							62158	OPALLIOS							1,150.00	
11/20/13	62160	A	11/20/2013	11/20/2013	TRI-SIGNAL INTEGRATION, INC.	FIRE SAFETY SUPPLIES	Culver Park High School 62160	25.0	00000.0	00000	85000	6290	5010000	13-14	4,512.00	
11/20/2013							62160	TRI-SIGNAL INTEGRATION, INC.							4,512.00	
11/21/13	62161	C	11/21/2013	11/21/2013	CULVER CITY NEWS	ADVERTISING	Human Resources 62161	01.0	00000.0	00000	74000	5830	0003000	13-14	290.00	
11/21/2013							62161	CULVER CITY NEWS							290.00	
11/21/13	62162	A	11/21/2013	11/21/2013	REDWOOD PRESS	OFFICE SUPPLIES	Undistributed PS 62162	13.0	53100.0	00000	37000	4350	0000000	13-14	2,540.41	
11/21/2013							62162	REDWOOD PRESS							2,540.41	
11/21/13	62163	A	11/21/2013	11/21/2013	STATE OF CA DEPT OF INDUSTRIAL	CONTRACT SERVICES RENDERED	Undistributed Bus Svcs 62163	25.0	00000.0	00000	85000	5890	0000000	13-14	5,792.71	
11/21/2013							62163	STATE OF CA DEPT OF INDUSTRIAL RELATIONS							5,792.71	
11/26/13	62166	A	11/26/2013	11/26/2013	APPLE INC.	COMPUTER SUPP/EQUIP	Farragut Elementary	01.0	00000.0	16006	10000	4410	2050000	13-14	38,177.13	

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

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WEEKLY

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

Purchase Orders/Buyouts To The Board for Ratification From : **11/17/2013 To 11/30/2013**
 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
11/26/2013					APPLE INC.		62166									38,177.13	
11/25/13	62167	C		11/25/2013	CITY OF LOS ANGELES	FIELD TRIPS	Linwood Howe Elementary 62167	01.0	91400.0	11100	10000	5816	2020000	13-14		150.00	
11/25/2013					CITY OF LOS ANGELES											150.00	
11/25/13	62168	C		11/25/2013	WESTSIDE PRINT CENTER	OFFICE SUPPLIES	Special Education 62168	01.0	33101.0	57700	11100	4310	0004040	13-14		313.28	
11/25/2013					WESTSIDE PRINT CENTER											313.28	
11/25/13	62169	A		11/25/2013	BALFOUR BEATTY CONSTRUCTION	LEASING EQUIPMENT	Business Services 62169	01.0	00000.0	00000	73001	5610	0005000	13-14		1.00	
11/25/2013					BALFOUR BEATTY CONSTRUCTION											1.00	
11/25/13	62170	A		11/25/2013	REDWOOD PRESS	OFFICE SUPPLIES	Undistributed P/S 62170	13.0	53100.0	00000	37000	4350	0000000	13-14		1,593.23	
11/25/2013					REDWOOD PRESS											1,593.23	
11/25/13	62171	A		11/25/2013	XEROX CORPORATION	LEASING EQUIPMENT	Educational Services 62171	01.0	00000.0	00000	21000	5610	0004000	13-14		2,083.56	
11/25/2013					XEROX CORPORATION											2,083.56	
11/25/13	62172	A		11/25/2013	CDW-G	COMPUTER SUPP/EQUIP	Farragut Elementary 62172	01.0	00000.0	11100	10000	4410	2050000	13-14		2,296.49	
11/25/2013					CDW-G											2,296.49	
11/25/13	62173	A		11/25/2013	HERFF JONES, INC.	GRADUATION SUPPLIES	Adult School 62173	11.0	06390.0	41100	27000	4310	0000010	13-14		49.87	
11/25/2013					HERFF JONES, INC.											49.87	
11/25/13	62174	A		11/25/2013	PEARSON EDUCATION	BOOKS	Adult School 62174	11.0	06390.0	41100	10000	4110	0000010	13-14		133.91	
11/25/2013					PEARSON EDUCATION											133.91	
11/25/13	62175	A		11/25/2013	PEARSON EDUCATION	BOOKS	Adult School 62175	11.0	90139.0	41100	10000	4110	0000010	13-14		313.16	
11/25/2013					PEARSON EDUCATION											313.16	

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

* Prior Year Payments

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
															313.16	
11/25/13	62176	A		11/25/2013	McGRAW-HILL SCHOOL EDUCATION	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	13-14	166.52	
11/25/2013															166.52	
11/25/2013																
11/25/13	62177	A		11/25/2013	HOUGHTON MIFFLIN HARCOURT	BOOKS	Adult School	11.0	06390.0	41100	10000	4110	0000010	13-14	4,722.10	
11/25/2013															4,722.10	
11/25/2013																
11/25/13	62178	A		11/25/2013	COLONIAL CHESTERFIELD AT	FIELD TRIPS	El Rincon Elementary	01.0	00000.0	16003	10000	5816	2040000	13-14	1,176.00	
11/25/2013															1,176.00	
11/25/2013																
11/25/13	62179	A		11/25/2013	CULVER CITY LIONS CLUB	MEMBERSHIPS	Superintendent's Office	01.0	00000.0	00000	71000	5310	0001000	13-14	87.00	
11/25/2013															87.00	
11/25/2013																
11/25/13	62180	A		11/25/2013	A.T.A.C. INC.	SECURITY SUPP/EQUIP/SYSTEM	Security	01.0	00000.0	00000	83000	4410	0001050	13-14	2,801.55	
11/25/2013															2,801.55	
11/25/2013																
11/25/13	62181	A		11/25/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPP/EQUIP	Undistributed Gen'l Admin	01.0	00000.0	00000	73001	4310	0000000	13-14	121.24	
11/25/2013															121.24	
11/25/2013																
11/18/13	62596	A		11/18/2013	PEAK RACKS INC.	MISCELLANEOUS	Farragut Elementary	01.0	00000.0	00000	27000	4400	2050000	13-14	993.25	
11/18/2013															993.25	
11/18/2013																
11/25/13	62660	A		11/25/2013	MARA ZASLOVE	CONTRACTED SERVICES	Undistributed Sel'pa	01.7	65120.0	50500	22000	5850	0000000	13-14	10,000.00	
11/25/2013															10,000.00	
11/25/2013																

Total by District : 64444 97,430.12 97,430.12

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District: 64444 **CULVER CITY UNIFIED SD** **Run Date: 11/30/2013**
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Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified **FY: 13-14**
WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
Change																

End of Report LAPO009C

NONPUBLIC SCHOOLS:
APPROVED YTD: \$2,640,665.93

BOARD REPORT

12/10/13

10.3

10.3 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 items have been donated for use in the District:

<u>Location</u>	<u>Donor/Item(s) Donated</u>
-----------------	------------------------------

El Marino School	Chuck Perelman 20 Japanese books
	Addison Pan 26 reams of paper

RECOMMENDED MOTION:	That the Board accept with appreciation the gifts listed.
---------------------	---

Moved by:	Seconded by:
-----------	--------------

Vote:

BOARD REPORT

10.4 Financial Implication for Certificated Services Report No. 9

Total Fiscal Impact per Funding Source:

Coaching & Special Assignments	\$	1,500.00
LACOROP-CTE	\$	3,392.10
Summer Enrichment Program	\$	10,947.20

BOARD REPORT

10.4 Certificated Personnel Services Report No. 9

I. Authorization and Ratification of Employment

- A. Regional Occupational Instructor – High School, Fall 2013 Session
Effective November 30, 2013 through January 17, 2014 at \$37.69 per hour, not to exceed 90 hours
Funding Source: LACOROP-CTE
Total Cost: \$3,392.10
1. Dikeman, Clark Lifeguard/WSI
- B. Substitute Teacher – District Office
Effective December 9, 2013 at \$127.50 daily rate, on-call as needed, \$163.20 on 21st day
Funding Source: General Fund
1. Zimmermann-Madrid, Carla Ann
- C. Substitute Teacher – Adult School
Effective December 2, 2013 at \$28.76 per hour, on-call as needed
Funding Source: ADA
1. Stiehl, Michele
- D. Extra Assignment – High School, Football & Basketball Gate Supervision/Ticket Sales
Effective September 6, 2013 through April 30, 2014 at \$50.00 per game as needed
Funding Source: Coaching & Special Assignments
1. Zager, Howard
- E. Extra Assignment – High School, Baseball Head Coach
Effective November 18, 2013 through January 31, 2014 at \$1,500.00 stipend
Funding Source: Coaching & Special Assignments
Total Cost: \$1,500.00
1. Prieto, Richard

BOARD REPORT

10.4 Certificated Personnel Services Report No. 9 – Page 2

I. Authorization and Ratification of Employment - Continued

F. Extra Assignment – Adult School, Attend WASC/Focus Group & Staff Meetings
Effective September 9, 2013 through June 20, 2014 at \$49.76 per hour, not to exceed
20 hours per teacher
Funding Source: Summer Enrichment Program
Total Cost: \$10,947.20

- | | |
|---------------------------|---------------------|
| 1. Blum-Mitzman, Rochelle | 7. Katayama, Gary |
| 2. Dickens, Margery | 8. Moynahan, Daniel |
| 3. Halasz, Rita | 9. Navas, Sydney |
| 4. Hernandez, Jose | 10. Owens, Janet |
| 5. Horowitz, Rena | 11. Rubin, Barbara |
| 6. Indenbaum, Richard | |

II. Leaves

- | | |
|--|---|
| 1. Gatz, Laureen
Secondary ELD Teacher – CCMS | Extended Personal Leave of Absence Without Pay
Effective January 21, 2014 through January 21, 2015 |
|--|---|

RECOMMENDED MOTION: That approval be granted for Certificated Personnel
Services Report No. 9

Moved by:

Seconded by:

Vote:



BOARD REPORT

10.5 Financial Impact for Classified Personnel Services Report No. 9

Total Funding Fiscal Impact:

Food Services Total:	\$516.60
General Fund Total:	\$33,244.74

BOARD REPORT

10.5 Classified Personnel Services Report No. 9

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Conroy, LaShon
Summer Lunch Program Coordinator
Summer Lunch Program
Not to exceed 30 hours
Funding Source: Food Services
Effective September 1, 2013 through
June 13, 2014
Range 18 – \$17.22 per hour
Total Cost: \$516.60

B. Instructional Assistants

1. Alexander, Lynn
Instructional Assistant – Special Education
High School – Extra Assignment
Behavior Training – Special Education
Not to exceed 4.2 hours
Funding Source: General Fund – Special Ed
Effective November 13, 2013 through
November 14, 2013
Range 14 – \$14.90 per hour
Total Cost: \$62.58

C. Maintenance

1. Salcido, Miguel
School Custodian
La Ballona
8 hours per day, 12 months per year
Funding Source: General Fund
Effective December 2, 2013
Range 16 – \$2,765.18 per month
Total Cost: \$33,182.16

BOARD REPORT

10.5 Classified Personnel Services Report No. 9 – Page 2

II. Rescind Item Previously Approved on Board Report #5; 09/10/13 –
Unpaid Personal Leave of Absence

1. Jaffe, Kyrin

Instructional Assistant – Special Education IIA
El Rincon
6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective October 20, 2013 through
December 20, 2013
Range 16 – \$18.01 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 9

Moved by:

Seconded by:

Vote:

BOARD REPORT

12/10/13
10.6

10.6 Approval is Recommended for Culver City High School Overnight Field Trip

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

Culver City High School requests permission for the Robotics Team to participate in a competition in Madera, California, March 7 through March 10, 2014.

Students will be chaperoned by CCHS teacher Alex Davis and parent volunteers. Approximately 33 students will attend. Students will miss school on March 7 and March 10. Expenses will be paid by parents and fundraisers.

RECOMMENDED MOTION: That the Board approve the CCHS Robotics Team to participate in a competition in Madera, California, March 7 through March 10, 2014.

Moved by:

Seconded by:

Vote:

BOARD REPORT

12/10/13

10.7

10.7 Approval is Recommended for Culver City Middle School Overnight Field Trip

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.

Culver City Middle School requests permission for approximately 30 student members of the Cheerleading Team to participate in the Jamz Cheerleading National Competition in Las Vegas, Nevada, February 20-21, 2014. Students will miss two days of school on February 20-21. Students will be chaperoned by Coach Amber Masek and parent volunteers. Students will travel by car with their families. Costs are covered by fundraising and parent contributions.

RECOMMENDED MOTION: That the Board approve the Culver City Middle School Cheerleading Team to Attend the Jamz Cheerleading National Competition in Las Vegas, Nevada, February 20-21, 2014.

Moved by:

Seconded by:

Vote:

BOARD REPORT

10.8 Student Teacher Agreement Between the Culver City Unified School District and Loyola Marymount University

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

RECOMMENDED MOTION: Authorize the Superintendent to enter into an agreement on behalf of Culver City Unified School District with Loyola Marymount University effective August 1, 2013 through July 31, 2016.

Moved by:

Seconded by:

Vote:

BOARD REPORT

12/10/13

11.1

11.1 Math Acceleration Presentation

Information on Math Acceleration will be presented by Ms. Lisa Michel, Assistant Principal, and Mr. Jerod Dien, Teacher, Culver City High School; Mr. Jon Pearson, Principal, and Mrs. Kelley Wilcox, Teacher, Culver City Middle School.

COMMON CORE MATH PATHWAYS

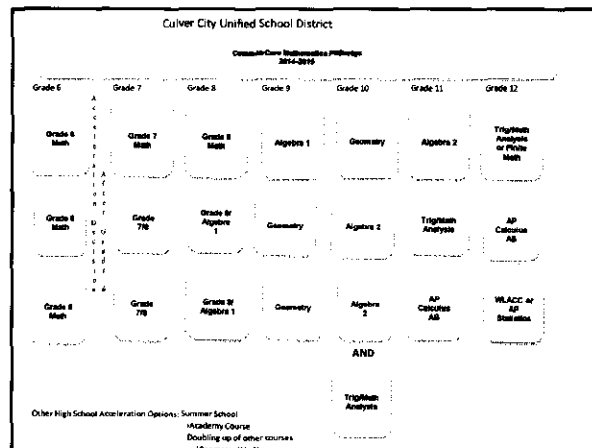
Recommendations for Culver City Unified
By the
Mathematics Achievement
Committee
2013

MATH ACHIEVEMENT COMMITTEE

- Formed in the Fall of 2013
- Made up of secondary representatives from Middle and High Schools (teachers and admin)
- Work of the committee:
 - Analyze Common Core Standards
 - Determine a path of best fit for Culver City
 - Recommend a pathway of mathematics acceleration for the ready student

COMMON CORE MATHEMATICS RECOMMENDATIONS

- Separate math courses for grades 6,7,8
- Algebra 1 in 9th grade
- Calculus in college



**CULVER CITY MATH ACHIEVEMENT
COMMITTEE RECOMMENDATIONS**

- All students evaluated at the end of grade 6
- Ready students will take an accelerated pathway to complete Algebra 1 by grade 8 (one year of acceleration)
- Multiple entry points for acceleration at the high school so that students will be able to take Calculus as a junior in high school

NEXT STEPS

- Professional development for teachers and administrators
- Communication to the Community
 - Annual elementary parent nights
 - Middle School parent nights
 - High School parent nights (required in future years)
- Continued monitoring by the committee to adjustments/modifications to the math pathways
- Textbook/Supplemental Resources/materials adoptions

13.1 Presentation of the First Interim Report for 2013-2014

In addition to other fiscal requirements, AB 1200 and AB 2756 legislation was enacted to insure full public disclosure of a public school district's financial position in the current and future years. The purpose of the interim reports, as required under AB 1200 and AB 2756, is to establish a procedure for the Board of Education, the public and other interested agencies to receive information regarding the financial condition of an entity during periodic intervals of the fiscal year.

The First Interim Report for the 2013-2014 fiscal year is provided under separate cover.

13.2 Official Election Results

The official Board of Education election results from the November 5, 2013 Local and Consolidated Elections have been obtained from the Registrar-Recorder/County Clerk, County of Los Angeles. Attached are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct.

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

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

Glendale City Unified School District

at the Local and Municipal Consolidated Elections, held on the 5th day of November 2013.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 25th day of November 2013.



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

CULVER CITY UNIFIED SCH
GOVERNING BOARD MEMBER

ROBERT
ZIRGULIS

VERNON L
TAYLOR

KARLO
SILBIGER

CLAUDIA
VIZCARRA

SUSANNE
ROBINS

KATHY
PASPALIS

STEVEN MARK
LEVIN

FINAL OFFICIAL
STATEMENT OF VOTES CAST

CITY/PREC	REGISTRA- TION	BALLOTS CAST	VERNON L TAYLOR	KARLO SILBIGER	CLAUDIA VIZCARRA	SUSANNE ROBINS	KATHY PASPALIS	STEVEN MARK LEVIN
CULVER CITY 1600001A AV/VBM	959	59	7	33	25	22	34	32
TOTAL	0	56	6	32	19	20	28	34
CULVER CITY 1600003A AV/VBM	959	115	14	65	44	42	62	66
TOTAL	2865	227	33	123	113	86	103	91
CULVER CITY 1600008A AV/VBM	2865	210	33	106	112	67	91	86
TOTAL	2865	437	66	229	225	153	194	177
CULVER CITY 1600008A AV/VBM	2786	356	46	140	100	199	173	228
TOTAL	2786	334	32	135	86	182	173	200
CULVER CITY 1600013A AV/VBM	1748	690	71	275	186	381	372	428
TOTAL	1748	240	21	61	61	137	155	162
CULVER CITY 1600014A AV/VBM	495	215	18	39	39	118	131	137
TOTAL	495	455	39	160	100	255	286	299
CULVER CITY 1600018A AV/VBM	3108	51	2	19	12	22	28	24
TOTAL	495	68	2	33	11	20	30	26
CULVER CITY 1600022A AV/VBM	3108	119	4	52	23	42	58	50
TOTAL	3108	158	16	54	59	79	91	90
CULVER CITY 1600025A AV/VBM	2768	257	48	111	82	104	124	131
TOTAL	2768	415	64	165	141	183	215	221
CULVER CITY 1600028A AV/VBM	2768	165	20	55	48	82	88	118
TOTAL	2768	221	38	67	71	102	112	128
CULVER CITY 1600025A AV/VBM	2847	386	58	122	119	184	200	246
TOTAL	2847	292	39	133	78	158	172	189
CULVER CITY 1600028A AV/VBM	2847	328	33	138	96	145	152	177
TOTAL	2847	620	72	271	174	303	324	366
CULVER CITY 1600031A AV/VBM	1816	186	24	67	46	111	104	128
TOTAL	1816	197	31	89	85	196	205	245
CULVER CITY 1600031A AV/VBM	3093	383	55	156	100	196	205	245
TOTAL	3093	271	33	111	86	134	128	165
CULVER CITY 1600074B AV/VBM	3093	360	59	155	92	154	180	209
TOTAL	3093	631	130	266	178	288	308	374
CULVER CITY 1600076A AV/VBM	1627	83	12	28	23	41	38	48
TOTAL	1627	132	20	56	46	47	63	52
CULVER CITY 1600076A AV/VBM	2266	215	32	84	69	88	101	100
TOTAL	2266	72	8	37	27	22	34	27
CULVER CITY 1600076A AV/VBM	2266	106	8	50	41	29	31	40
TOTAL	2266	178	16	87	68	51	65	67
PRECINCT TOTAL VOTE	26378	2160	268	891	678	1093	1174	1302

CULVER CITY UNIFIED SCH
GOVERNING BOARD MEMBER

ROBERT
ZIRGULIS

VERNON L
TAYLOR

KARLO
SILBINGER

CLAUDIA
VIZCARRA

SUSANNE
ROBINS

KATHY
PASPALIS

STEVEN MARK
LEVIN

FINAL OFFICIAL
STATEMENT OF VOTES CAST

REGISTRA-
TION

BALLOTS
CAST

CITY/PREC

VBM TOTAL VOTE

GRAND TOTAL VOTE

339

357

1041

749

1073

1216

1337

607

666

1932

1427

2166

2390

2639

CULVER CITY UNIFIED SCH
GOVERNING BOARD MEMBER

ROBERT
ZIRGULIS

VERNON L
TAYLOR

KARLO
SILBIGER

CLAUDIA
VIZCARRA

SUSANNE
ROBINS

KATHY
PASPALIS

STEVEN MARK
LEVIN

FINAL OFFICIAL
STATEMENT OF VOTES CAST

CITY/PREC	REGISTRATION	BALLOTS CAST	ROBERT ZIRGULIS	VERNON L TAYLOR	KARLO SILBIGER	CLAUDIA VIZCARRA	SUSANNE ROBINS	KATHY PASPALIS	STEVEN MARK LEVIN
COUNTYWIDE	26378	2160	268	309	891	678	1093	1174	1302
COUNTYWIDE VOTE BY MAIL	0	2484	339	357	1041	749	1073	1216	1337
TOTAL	26378	4644	607	666	1932	1427	2166	2390	2639
37TH US CONGRESSIONAL	26378	2160	268	309	891	678	1093	1174	1302
37TH US CONGRESSIONAL VOTE BY MAIL	0	2484	339	357	1041	749	1073	1216	1337
TOTAL	26378	4644	607	666	1932	1427	2166	2390	2639
30TH ST SENATE	26378	2160	268	309	891	678	1093	1174	1302
30TH ST SENATE VOTE BY MAIL	0	2484	339	357	1041	749	1073	1216	1337
TOTAL	26378	4644	607	666	1932	1427	2166	2390	2639
54TH STATE ASSEMBLY	26378	2160	268	309	891	678	1093	1174	1302
54TH STATE ASSEMBLY VOTE BY MAIL	0	2484	339	357	1041	749	1073	1216	1337
TOTAL	26378	4644	607	666	1932	1427	2166	2390	2639
2ND SUPERVISORIAL	26378	2160	268	309	891	678	1093	1174	1302

CULVER CITY UNIFIED SCH
GOVERNING BOARD MEMBER

ROBERT ZIRGULIS
VERNON L TAYLOR
KARLO SILBIGER
CLAUDIA VIZCARRA
SUSANNE ROBINS
KATHY PASPALIS
STEVEN MARK LEVIN

FINAL OFFICIAL
STATEMENT OF VOTES CAST

CITY/PREC	REGISTRATION	BALLOTS CAST	357	1041	749	1073	1216	1337
2ND SUPERVISORIAL VOTE BY MAIL	0	2484	357	1041	749	1073	1216	1337
TOTAL	26378	4644	666	1932	1427	2166	2390	2639
3RD BOARD OF EQUALIZATION	26378	2160	309	891	678	1093	1174	1302
3RD BOARD OF EQUALIZATION VOTE BY MAIL	0	2484	357	1041	749	1073	1216	1337
TOTAL	26378	4644	666	1932	1427	2166	2390	2639
CITY OF CULVER CITY	26378	2160	309	891	678	1093	1174	1302
CITY OF CULVER CITY VOTE BY MAIL	0	2484	357	1041	749	1073	1216	1337
TOTAL	26378	4644	666	1932	1427	2166	2390	2639

12/10/13
15.1a

BOARD REPORT

15.1a Approval to Name the Culver City Youth Health Center

The Board of Education will vote, regarding suggestions from staff and community members, to name the Culver City Youth Health Center.

RECOMMENDED MOTION: That the Board of Education approve the naming of the Culver City Youth Health Center.

Moved by:

Seconded by:

Vote:

15.3a Certification of the First Interim Report for 2013-2014

In addition to other fiscal requirements, AB 1200 and AB 2756 legislation were enacted to insure full public disclosure of a public school district's financial position in the current and future years. The purpose of the interim reports, as required under AB 1200 and AB 2756, is to establish a procedure for the Board of Education, the public and other interested agencies to receive information regarding the financial condition of a school district during periodic intervals of the fiscal year.

Based upon a review of the interim report, the Board of Education certifies the district in one of the following three categories:

- (1) POSITIVE, if the district will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years,
- (2) QUALIFIED, if the district may not meet its financial obligations for the current fiscal year and subsequent two fiscal years,
- (3) NEGATIVE, if the district will be unable to meet its financial obligations for the remainder of the current fiscal year and subsequent two fiscal years.

Administration has been refining the budget since its formal September Revision and is submitting the First Interim Report for a Positive Certification based upon budget modifications, reductions and revenue changes made since that time.

In certifying the 2013-14 First Interim Report, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The Board recognizes that this First Interim Report represents revenue and expenditure projections over the multi-year period which are based on the best known information at this time.

RECOMMENDED MOTION: That the Board of Education approve the 2013-14 First Interim Report; and, certify that Culver City Unified School District will be able to meet its financial obligations for the remainder of the current fiscal year and two subsequent fiscal years.

Moved by:

Seconded by:

Vote:

15.3b Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents

Education Code Sections 35143, 42632, and 42633 provide that the Governing Board authorize signatures for warrants, orders for salary payment, notices of employment and other related documents. The verified signatures of each person so authorized, including Board members, must be filed with the Division of School Financial Services per Education Code 35143.

RECOMMENDED MOTION: Effective December 10, 2013, that any one of the following be authorized to sign for warrants, salary payment, orders for salary payment, notices of employment, and other related documents: David La Rose, Superintendent; Kati Krumpe, Assistant Superintendent, Educational Services; Leslie Lockhart, Assistant Superintendent, Human Resources; Michael Reynolds, Assistant Superintendent, Business Services; and Sean Kearney, Director, Fiscal Services;

Approve the omission of signatures of District officials from "A" warrants;

Authorize the Superintendent, David La Rose; Assistant Superintendent, Educational Services, Kati Krumpe; Assistant Superintendent, Human Resources, Leslie Lockhart; and Assistant Superintendent, Business Services, Michael Reynolds to sign approved contracts and agreements;

Authorize the Director of Pupil Services, Andrew Sotelo, and the Director of Special Education, Jo-Anne Cooper, to sign mediation and fair hearing settlements and due process agreements for fees and services not to exceed \$20,000;

Authorize the Superintendent, David La Rose; Assistant Superintendent, Business Services, Michael Reynolds; and Director of Fiscal Services, Sean Kearney, to represent the District in Joint Powers Agreements (JPA);

Authorize the Superintendent, the Assistant Superintendent, Business Services and the Director of Fiscal Services to establish bank accounts in the District's name and authorize as signators of District accounts, David La Rose, Michael Reynolds and Sean Kearney;

Authorize Mary Caruso, Director of Purchasing, to sign purchase orders and agreements; and

Authorize the Assistant Superintendent, Business Services, Michael Reynolds, to sign change orders through December 10, 2014.

Moved by:

Seconded by:

Vote:

CULVER CITY UNIFIED SCHOOL

DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: December 10, 2013 to December 9, 2014

In accordance with governing board approval dated December 10, 20 13.

Signature _____
Clerk (Secretary) of the Board

Typed Name _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE	INITIALS
TYPED NAME	
President of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Clerk/Secretary of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE	INITIALS
TYPED NAME	
David LaRose	
TITLE Superintendent	
SIGNATURE	INITIALS
TYPED NAME	
Mike Reynolds	
TITLE Assistant Superintendent, Business Services	
SIGNATURE	INITIALS
TYPED NAME	
Leslie Lockhart	
TITLE Assistant Superintendent, Human Resources	
SIGNATURE	INITIALS
TYPED NAME	
Kati Krumpe	
TITLE Assistant Superintendent, Educational Services	
SIGNATURE	INITIALS
TYPED NAME	
Mary Caruso	
TITLE Director, Purchasing & Warehouse	
SIGNATURE	INITIALS
TYPED NAME	
Sean Kearney	
TITLE Director, Fiscal Services	
SIGNATURE	INITIALS
TYPED NAME	
Jo-Anne Cooper	
TITLE Director, Special Education	

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
1	1
NOTICES OF EMPLOYMENT	CONTRACTS
1	1

CULVER CITY UNIFIED SCHOOL
DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: December 10, 2013 to December 9, 2014

In accordance with governing board approval dated December 10, 20 13.

Signature _____
Clerk (Secretary) of the Board

Typed Name _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1
Signatures of Members of the Governing Board

SIGNATURE	INITIALS
TYPED NAME	
President of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Clerk/Secretary of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	

Column 2
Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE	INITIALS
TYPED NAME	
Andrew Sotelo	
TITLE Director, Pupil Services	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
1	1
NOTICES OF EMPLOYMENT	CONTRACTS
1	1

15.3c Authorization for Superintendent or Designee to Negotiate and Sign Agreement with H+F Architects

It is recommended that the Board of Education authorize the Superintendent to negotiate and sign the agreement with H+F Architects for the preparation of the plans for the improvements to Robert Frost Auditorium, upon the preparation of the Agreement by our attorney.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to negotiate and sign an agreement with H+F Architects.

Moved by:

Seconded by:

Vote:

Architecture Proposal for the Robert Frost Theater

The attached AIA contract defines the terms of the contract between The Culver City Unified School District (CCUSD) and Hodgetts and Fung Architects (H+F) for the design of improvements to the Robert Frost Theater. Those improvements have been largely defined during the course of the Feasibility Study conducted by H+F dated July 10, 2013, and include:

Task 1 - Replacement of the air handling and conditioning systems

Task 2 - Upgrade of the stage area to include new catwalks, fly gallery, stage, and wing areas

Task 3 - Reconfiguration of the semi-circular back of house building to include an improved Black Box Theater, handicap accessible dressing rooms, and an enlarged shop space.

It is our understanding that the work will be divided into two phases, with various options to be exercised depending on estimates of cost and constructability. To that end, H+F will work directly with the Contractor as designated by CCUSD as the design evolves in order to track costs and consolidate construction packages so that CCUSD will be able to assign scope according to their needs and the project schedule.

PHASE ONE

Schematic Design

During Phase One H+F will prepare Schematic Documents for the entire project (Task 1, 2 and 3) as described above. Basic engineering services, including structural, mechanical, and electrical will be provided during Phase One. Periodic meetings for review and comment will be held with the Contractor who will provide Design Assist Services under a separate contract with CCUSD. The scope will include sufficient Structural, Mechanical, Electrical Drawings and Specifications to enable professional estimates of material and labor costs and administrative approval. An allowance for stage equipment, such as line sets, lighting, and control systems will be included in the documentation.

PHASE TWO

Design Development / Construction Documents/ Construction Observation

Based upon an itemized estimate of Project Costs and educational objectives, CCUSD, in consultation with H+F and the Contractor will assign available funds to the project, and identify those portions of the Project that will advance to the Design Development and Construction Document Phase.

During this Phase, H+F will work closely with the Contractor in order to ensure that the project meets standards of constructability and other aspects which may adversely affect cost or quality.

H+F recognizes that the Frost Auditorium is a legacy building, and will make every effort to carefully balance cost vs. performance throughout the Design Development and Construction Documents Phase.

Further, it is our understanding that, depending on the level of funding, as well as the increasing accuracy of the cost estimates as the Project progresses, that revisions in scope may be required to best achieve a balance of educational objectives and new construction.

H+F understand that, as a historic building, there may be many unanticipated conditions which arise during the construction process. For this reason, we believe that careful Construction Observation will provide an important service to resolve anomalies and the opportunity to work with the Contractor to maximize value to the District.

FUTURE

Utilization of Schematic Design Documents

Depending on available funds, the CCUSD may, at any time, elect to proceed with one or more aspects of the Project which were not executed during PHASE TWO. In such a case, H+F will be retained on the same basis to complete CONSTRUCTION DOCUMENTS based on the existing DESIGN DEVELOPMENT drawings, with due consideration of lessons learned during PHASE THREE, and the incorporation of desirable advances in technology, energy, or learning objectives which are to be desired at that time.

PROJECT COST

In order to construct a basis for the CONTRACT SUM estimate, we have calculated the following allowances based on the Opinion of Probable Cost included in the forensics report.

TASK 1 - AIR HANDLING AND CONDITIONING SYSTEMS	\$1,400,000
TASK 2 - STAGE STRUCTURE / CATWALKS - PHASE ONE	\$ 600,000
TASK 3 -BACK OF HOUSE – PHASE TWO	\$ 600,000
Total estimated Projected Cost –Phase One (Task 1, 2,and 3)	\$ 2,600,000
Total estimated Projected Cost –Phase Two (Task 1 and 2)	\$2,000,000

CONTRACT

We have structured our contract to incorporate this approach, namely by basing 2 fee structures. A&E fee of \$ 390,000 is based on 15% of \$2,600,000 construction cost of Phase One. A&E fee of 300,000 is based on 15% of of \$2,000,000 construction cost of Phase Two.

Phase One: 15% of A&E fee of \$ 390,000 Schematic Design	\$ 58,500
Phase Two: 85% of A&E fee of \$ 300,000 Design Development through Construction Administration	\$ 255,000
Total fee	\$ 313,500

If this is acceptable with you, we will begin drafting the standard AIA B101 contract document

which reflects the scope of the complete project as described above. Fees for Design Development, Construction Drawing, Bidding, and Construction Observation phases will be based upon the scope of work established by CCUSD and based upon the cost of each component (Stage / HVAC / Back-of –House) currently estimated at \$2,600,000 exclusive of theatrical equipment and seating. It is our hope that sufficient savings will have accrued to the project during Design Development work with the Contractor that the critically important improvements can be accomplished in their entirety.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Hodgetts + Fung Design and Architecture
5837 Adams Boulevard
Culver City, California 90232

for the following Project:
(Name, location and detailed description)

Robert Frost Auditorium
4401 Elenda Street, Culver City, California 90232

The Owner and Architect agree as follows.

Init.

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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. *If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.*

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed Record Drawings		
§ 4.1.15 As-constructed Record Drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED[®] certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as otherwise stated below:

Init.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)

Total Basic Compensation: one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

init.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of

Dollars

(\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

() days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

Init.

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 09/09/2013 16:18:02 under the terms of AIA Documents-on-Demand™ order no. 2008634739, and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

BOARD REPORT

**12/10/13
15.3d**

15.3d Authorization for Superintendent or Designee to Negotiate and Sign Agreement with Election Consulting Firm

It is recommended that the Board of Education authorize the Superintendent to negotiate and sign an agreement with the election consulting firm selected by the interview committee to provide assistance in planning for possible future ballot initiatives.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to negotiate and sign an agreement with the selected firm.

Moved by:

Seconded by:

Vote:

BOARD REPORT

12/10/13

15.3e

15.3e Authorization for Superintendent or Designee to Negotiate and Sign Agreement with Pacific Floor

It is recommended that the Board authorize the Superintendent or Designee to negotiate and sign an agreement with Pacific Floor Company to refinish the Culver City High School gym floor.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to negotiate and sign an agreement with Pacific Floor.

Moved by:

Seconded by:

Vote:



Proposal/Contract

9300 Oso Avenue, Chatsworth, CA 91311
 (818) 775-0438 (818) 349-9429 Fax
 www.pacificfloor.com Lic# 327932

Proposal For:		Date	Job Name / Job Site		
Culver City Unified School District 11102 Lucerne Ave., Culver City, CA 90230 Attn: Mike Korgan		11/15/13	Culver City High School		
		Estimate #			
		6661	Project	2013-2014 Gym Floor Refinishing	
Rep	Customer Contact	Customer Phone	Customer Fax		
Mark	Mike Korgan	310-842-4203	310-842-4210		
Description					TOTAL
2013-2014 - Gymnasium Floor Refinishing (High School)					25,100.00
* Sand & Refinish to Bare Smooth Wood * Paint All Game Lines * Apply Two (2) Coats of Seal & Three (3) Coats of Hillyard "Contender" Finish (One More than Standard)					
Budget:					
**\$2,500.00 - \$6,000.00 for Logo, Artwork, Lettering (This is an additional cost to the above process)					
Note: Forward PDF or JPEG file of Logo & Lettering - we will make the court layout for your approval					
TOTAL					\$25,100.00

Any operation or deviation from the above specifications involving extra cost of materials or labor will become an extra charge over the sum mentioned in this contract. 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.

Signature

Customer Signature

Date

Date

BOARD REPORT

**12/10/13
15.3f**

15.3f Authorization for Superintendent or Designee to Sign Agreement with GGB Architects

It is recommended that the Board of Education authorize the Superintendent to negotiate and sign an agreement with GGB Architects for assistance in preparing plans and obtaining DSA approval for improvement projects within the District (i.e. Farragut playground improvements, etc.) upon the preparation of the agreement by our attorney.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to sign an agreement with GGB Architects.

Moved by:

Seconded by:

Vote:

December 5, 2013

Mr. Mike Reynolds
Assistant Superintendent
Business Services
CULVER CITY UNIFIED SCHOOL DISTRICT
4034 Irving Place
Culver City, CA 90232

Re: Architectural and Engineering Services
Farragut ES

Dear Mr. Reynolds:

Ghataode Bannon Architects (GBA) is pleased to submit this proposal to provide architectural and engineering services for projects at Farragut Elementary School.

The proposed scope of work for the projects is as follows:

Farragut Elementary School

Boy's & Girl's Restroom Adjacent to Classroom 19

- Design Development, Construction Drawing, Bidding and Construction Administration architectural/engineering services for a minor modernization of the restrooms noted above. Scope shall include drawings indicating the removal and replacement of epoxy floors, waterless urinals, plus painting of walls and ceiling.
- This project shall be treated as a maintenance project that does not require DSA submittal and/or approval.

FEE

The proposed architectural fixed fee = \$7,500

Playground Enhancement

- Design Development, Construction Drawing, Bidding and Construction Administration architectural/engineering services for re-stripping of the "black-top" area, basketball court detailing, and synthetic turf surfacing below the existing photovoltaic shade structures.
- The above project shall be treated as a maintenance project that does not require DSA submittal and/or approval.
- Topographic survey of the playfields area is not a part of this project, but, can be provided as an additional expense if required.

Mr. Mike Reynolds
December 5, 2013
Page 2

- DSA submittal and approval of structural ball walls.

FEE
The proposed architectural fixed fee = \$20,000

Total Fee = \$27,500

REIMBURSABLE EXPENSES

GBA shall provide the District with two sets of plans and specifications at the conclusion of design development and construction drawing phases. Plan printing, at the request of the District, beyond the above mentioned sets is a reimbursable expense. Plan printing for DSA and other unforeseen agency submittals is a reimbursable expense. Plan printing for bidding purposes is a reimbursable expense. Plan check fees are a reimbursable expense. Architectural models and presentation boards are not a part of this project. Travel and plan printing for GBA in-house coordination and coordination with consultants is at GBA's expense. Reimbursable expenses shall be billed at cost plus 10%.

We are prepared to begin work immediately upon your authorization. We look forward to the opportunity to serve you. If there are any questions, please feel free to call.

Sincerely,



David Bannon, AIA
Partner

Accepted by:

Culver City Unified School District

Date:

BOARD REPORT

**12/10/13
15.3g**

15.3g Authorization for Superintendent or Designee to Sign Agreement with Robert Scales

It is recommended that the Board of Education authorize the Superintendent to negotiate and sign an agreement with Robert Scales for consulting services related to the Robert Frost Auditorium improvements, upon the preparation of the agreement by our attorney.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to sign an agreement with Robert Scales.

Moved by:

Seconded by:

Vote:

Robert R (Bob) Scales
959 W 30th St
Los Angeles, CA 90007-4804

To Whom It May Concern:

As a Technical Production Director who has built and managed productions and theatres as well as a Theatre Consultant who has been involved with planning and building performance facilities, I believe I can be useful to help coordinate the study of the Robert Frost Auditorium and serve as a liaison between all parties involved in the project for the Culver City School District. I would consider my role as Project Coordinator for the Feasibility Study of the Robert Frost Auditorium.

Role would include:

- Be in attendance at meetings between the Architects, Consultants and Stakeholders
- Serve as the contact person for each group to set up and organize meetings
- Facilitate communications between all parties involved in the study
- Circulate reports and information between all involved
- Be available to the Superintendent's office as needed to coordinate the Study
- Be available to the Architect, offer suggestions, provide research, share relevant experiences and review their proposals and options for the Frost

Tentative list of stakeholders to be involved:

- 1) The School Board and District Office: David LaRose and Mike Reynolds;
- 2) The Campus: Dylan Farris and others that use the facility regularly;
- 3) AVPA: Tony Spano, Kristine Hatanaka, and others they may select;
- 4) AVPA Students: to be selected
- 5) Friends of the Frost: Diana Kunes and others
- 6) Construction Consultants: Balfour Beatty

Fees and Expenses:

I will keep a record of my hours on this project and submit that information monthly. I will charge \$50 for each hour on the project. My estimate is that the number of hours will not exceed 30 per month.



Robert R Scales

rscales@usc.edu
(213) 500-7790

Website: rrscales.com

BOARD REPORT

**12/10/13
15.3h**

15.3h Authorization for Superintendent or Designee to Sign Agreement with Harrington Geotechnical Services

It is recommended that the Board of Education authorize the Superintendent to sign an agreement with Harrington Geotechnical Services for inspection of the materials to be used in the District's elevator project, upon the preparation of the agreement by our attorney.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to sign an agreement with Harrington Geotechnical Services.

Moved by:

Seconded by:

Vote:

Harrington Geotechnical Engineering, Inc.

November 25, 2013

Mr. Mike Reynolds
Assistant Superintendent of Business Services
CULVER CITY UNIFIED SCHOOL DISTRICT
11102 Lucerne Avenue
Culver City, CA 90230

Subject: Proposal/Cost Estimate for Culver City High School Access Elevator-Classroom HVAC, Culver City, CA

HGEI Proposal No. P-4328

Dear Mr. Reynolds:

We are pleased to submit this Proposal for services to be performed for the subject project.

We will perform services necessary to accomplish the purposes set forth herein. The scope of our services will include providing soil and materials inspection and testing as noted below:

Soils Inspection	8 hours	\$784.00
Welding Inspection	40 hours	\$3,920.00
Steel Inspection	40 hours	\$3,920.00
Concrete Inspection	40 hours	\$3,920.00
Veneer Inspection	40 hours	\$3,920.00
Miscellaneous Laboratory Testing	Lump Sum	3,000.00
	Total Estimate	\$19,484.00

We propose that our fees be computed on a time and expense basis in accordance with the above fees. Should more or less time be required our fees will be adjusted accordingly.

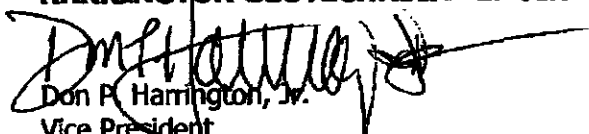
CULVER CITY UNIFIED SCHOOL DISTRICT
HGEI Proposal No. P-4328
November 25, 2013
Page 2

If this Proposal/Estimate meets with your approval please forward a P.O. number to serve as our authorization to proceed.

Thank you for considering us for this work. We look forward to being of continual service to the school district.

Very truly yours,

HARRINGTON GEOTECHNICAL ENGINEERING, INC.


Don P. Harrington, Jr.
Vice President

15.3i Authorization for Superintendent or Designee to Negotiate and Sign Agreement with Sandy Pringle Associates

It is recommended that the Board of Education authorize the Superintendent to negotiate and sign an agreement with Sandy Pringle Associates to serve as the DSA Inspector of Record for the work to be performed on the District's elevator project, upon preparation of the agreement by our attorney.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to negotiate and sign an agreement with Sandy Pringle Associates.

Moved by:

Seconded by:

Vote:

SANDY PRINGLE ASSOCIATES INSPECTION CONSULTANTS—SPAIC

1108 Sartori Avenue, Suite 300, Torrance, California 90501 Voice: (310) 787-8811 Fax: (310) 787-8833

December 3, 2013

CULVER CITY UNIFIED SCHOOL DISTRICT – ELEVATOR PROJECT PROPOSAL

RATE SCHEDULE

Per your request in addition to our agreement dated April 9, 2013,

INSPECTOR CERTIFICATION	APPROVED	HOURLY	MONTHLY
DSA Inspector, Class 2	DSA	\$60.00	\$10,400

Total 80 days @ \$60/hour, not to exceed \$38,400.

Definitions of All Working Times (Hourly/Monthly)

The Base Hourly Fees above apply to all Regular Time, which will be Monday through Saturday for up to ten (10) hours work per day. Fees for time beyond 10 hours per regular days and/or for work on Sundays and/or Federal Holidays will be Premium Time, at 150%.

We understand and agree that:

1. Our rates are to be fully burdened with the insurance and other requirements of the District;
2. No additional or separate costs are to be charged or paid (e.g., for out-of-pocket expenses) except for unusual circumstances that must be described and approved in advance;
3. Certificates of Insurance, in form satisfactory to District, evidencing all coverage's above shall be furnished to the District prior to the award of contract and before commencing any operations under this contract, with complete copies of policies promptly delivered to Construction Manager upon request.

Sincerely,



Sandy Pringle, President
Sandy@PringleAssociates.com; Cell: 310-218-7942

By:

Date:

BOARD REPORT

**12/10/13
15.3j**

15.3j Approval of Agreement between Culver City Unified School District and Dannis Woliver Kelley

Dannis, Woliver & Kelley (“DWK”) provide legal advice to the District on a myriad of issues, including but not limited to construction, contractual agreements, and issues related to the Brown Act, redevelopment and personnel. For the 2013-2014 school year, DWK has kept the same hourly rates as the previous year. As such, it is recommended that the Board of Education approve the agreement with Dannis Woliver Kelly.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the agreement with Dannis Woliver Kelley for legal services.

Moved by:

Seconded by:

Vote:



DANNIS WOLIVER KELLEY

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71 Stevenson Street
19th Floor
San Francisco, CA 94105
TEL 415.543.4111
FAX 415.543.4384

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www.DWKesq.com

April 26, 2013

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

Re: 2013-14 Agreement for Professional Services

Dear Dave:

Thank you for the opportunity to provide legal advice and counseling services to the Culver City Unified School District. As a law firm that specializes in representing school and community college districts, we understand the vital role our services play in the important work you do.

Dannis Woliver Kelley will not be raising rate ranges in the 2013-14 school year, and we will continue to offer the District the efficient and prompt service you have come to expect. To assist you in fulfilling your role as a public agency, this year we are offering a complimentary copy of the 2013 edition of our publication, "Conducting the Public's Business Under the Brown Act." Please contact one of our offices, or an attorney with whom you work, if you would like to receive this booklet.

To supplement the Brown Act booklet, we are also offering, at a nominal flat fee, a board workshop on the conduct of meetings, covering a range of topics including:

- When and how the superintendent and board members may communicate outside of a board meeting;
- How to avoid agenda pitfalls;
- What to report out of closed session;
- Special provisions for board meetings to discuss negotiations;
- Conundrums posed by electronic communications and social media

To help us provide the best services possible to the District, we would like to schedule a meeting at a convenient time for you, to discuss the full range of

DEDICATION
WISDOM
KNOW-HOW



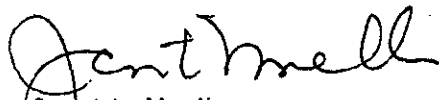
David LaRose
Culver City Unified District
April 26, 2013
Page 2

your legal and counseling needs, obtain feedback on our services, and get input on how we can most effectively support you in the future. As a backdrop to that discussion, we have enclosed our recommendations for "Effective Client-Attorney Relations." Please contact us to schedule a meeting.

We look forward to serving the District in the coming school year. Please sign both originals of the agreement and return one signed original to our office. Please insert the date of Board approval in the executed document.

Very truly yours,

DANNIS WOLIVER KELLEY

A handwritten signature in cursive script that reads "Janet L. Mueller". The signature is written in black ink and is positioned above the printed name.

Janet L. Mueller

JLM:jk
Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2013, by and between the Culver City Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from July 1, 2013, through and including June 30, 2014, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred dollars (\$300) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

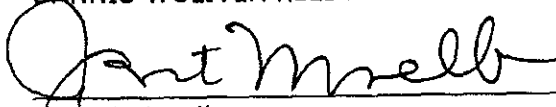
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

CULVER CITY UNIFIED DISTRICT

David LaRose
Superintendent

Date

DANNIS WOLIVER KELLEY



Janet L. Mueller
Attorney at Law

4-26-13

Date

At its public meeting of _____, 2013, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.