

BOARD MEETING NOTICE AND AGENDA

CULVER CITY UNIFIED SCHOOL DISTRICT

**Regular Meeting of the Board of Education to
"Conduct the District's Business in Public"**

CLOSED SESSION – 6:00 p.m.

OPEN SESSION – 7:00 p.m.

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

May 28, 2013

Persons in the audience during the meeting of the Board of Education are asked not to talk during presentations or the meeting. If conversation with another person needs to take place, please do so outside the Board Room so as not to disrupt others or the meeting. *Please make sure your cell phone is turned off or silenced at this time.*

PRESENTATIONS AND PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the case of a non-agenda item, persons are invited to comment under "Public Recognition." In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Prior to addressing the Board, please complete a card (located on the table at the rear entrance) and give the card to the Superintendent's Executive Assistant. Persons addressing the Board are asked to do so from the podium. Please state your name, address, and organization before making your presentation.

1. CALL TO ORDER

The meeting was called to order by _____, at _____ p.m.

Roll Call – Board of Trustees

Katherine Paspalis, Esq., President

Patricia Siever, Professor, Vice President

Nancy Goldberg, Clerk

Laura Chardiet, Member

Karlo Silbiger, Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

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

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

3.3 Public Appointment/Employment (Pursuant to GC §54947)
Certificated Personnel Services Report No. 15
Classified Personnel Services Report No. 15

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

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

5.2 Flag Salute

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

7. **PUBLIC HEARING - None**

8. **ADOPTION OF AGENDA**

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

9. **CONSENT AGENDA**

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. An Administrative Recommendation on each item is contained in the agenda supplements. There will be no separate discussions of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Items.

- 9.1 Approval is Recommended for the Minutes of Regular Meeting – May 14, 2013
- 9.2 Approval is Recommended for Purchase Orders and Warrants
- 9.3 Approval is Recommended for Acceptance of Gifts - Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 15
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 15
- 9.6 Acceptance of Enrollment Report

10. **AWARDS, RECOGNITIONS AND PRESENTATIONS**

10.1 American Citizenship Awards

- 10.2 Recognition of the Toby Rubenstein 4th Annual Chess Tournament Winners
- 10.3 Spotlight on Education – Office of Child Development
- 10.4 CCEF – All for One Campaign

11. PUBLIC RECOGNITION

Public recognition is the time when members of the audience may address the Board on matters not listed on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Board members will be allotted fifteen (15) minutes to comment during this portion of the agenda. The Board of Trustees may reduce the time limit(s) if there are a large number of individuals desiring to address the Board.

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Student Representatives' Reports
- 11.4 Members of the Audience
- 11.5 Members of the Board of Education

12. INFORMATION ITEMS

Information items are generally included on the agenda for two reasons: to solicit reactions from the Board and the public on matters which may require Board action at a later date; and to provide information on a wide range of matters of interest to the Board and public. Comments by the public shall be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

- 12.1 Opening of New School: Culver City Innovative Study, and Application for County District School Code
- 12.2 State Budget Update – May Revise
- 12.3 Robert Frost Feasibility Update
- 12.4 Election Consultant Introduction

13. RECESS (10 Minutes)

14. ACTION ITEMS

This is the time of the meeting when members of the audience may address the Board on matters that are on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. Routine Board procedure on action items includes: receiving additional background information or analysis from staff; receiving comments from members of the audience; receiving additional information from the Superintendent or other resource personnel; introducing a motion on the item; taking action on the agenda item. Comments by the public will be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

14.1 Superintendent's Items - None

14.2 Education Services Items

14.2a Second Reading and Approval of New Board Policy/Administrative Regulation 6173, and Form E6173, Instruction – Education for Homeless Children

Motion by _____ Seconded by _____ Vote _____

14.2b Second Reading and Approval of New Board Policy/Administrative Regulation 6173.1, Instruction – Education for Foster Youth

Motion by _____ Seconded by _____ Vote _____

14.2c Second Reading and Approval of Revised Form 5131.2E, Students – Bullying-Cyber Bullying-Harassment Report Form

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Approval is Recommended for the Amended Lease Lease-Back Agreement with Balfour Beatty including the Final Guaranteed Maximum Price (GMP)

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for Resolution #17-2012/2013(HR), To Reinstate Classified Position (Receptionist)

Motion by _____ Seconded by _____ Vote _____

14.4b Approval is Recommended for the Adult School Unrepresented Teacher Salary Schedule

Motion by _____ Seconded by _____ Vote _____

14.4c Approval is Recommended for the Classified Substitute and Classified Temporary Salary Schedule

Motion by _____ Seconded by _____ Vote _____

14.4d Approval is Recommended for the Substitute Teacher Salary Schedule

Motion by _____ Seconded by _____ Vote _____

15. BOARD BUSINESS - None

16. **ADJOURNMENT**

Motion by _____ Seconded by _____ Vote _____

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

FUTURE MEETINGS

June 11 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place
June 25 – 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.

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>May 14, 2013</u>
Place:	<u>District Administration Office</u> <u>4034 Irving Place</u> <u>Culver City 90232</u>	Time:	<u>6:00 p.m. – Public Meeting</u> <u>6:01 p.m. – Closed Session</u> <u>7:00 p.m. – Public Meeting</u>

Board Members Present

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

Staff Members Present

David LaRose, Superintendent
Eileen Carroll
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Paspalis called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:00 p.m. with all Board members in attendance. Students Everett and Joseph led the Pledge of Allegiance.

Report from Closed Session

Ms. Paspalis reported that the Governing Board met in Closed Session regarding issues listed on today's Closed Session agenda and announced the following reportable actions were taken. The Board accepted the resignation of one (1) certificated and one (1) classified employee. The vote was 4 – Ayes and 0 – Nays.

8. Adoption of Agenda

Ms. Paspalis stated that item 14.3 was being pulled from the agenda. It was moved by Ms. Chardiet and seconded by Ms. Goldberg to adopt the May 14, 2013 agenda as amended. The motion was unanimously approved.

9. Consent Agenda

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

- 9.2 Purchase Orders
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No.14
- 9.5 Classified Personnel Reports No. 14
- 9.6 Compensation Report of the Members of the Board of Education

9.1 Approval is Recommended for the Minutes of Regular Meeting – April 23, 2013

Ms. Siever withdrew this item to add the word Board before goals and objectives on page 72, line six, under her comments. She also referenced a typo on page 72, line six, to add an “s” so that it read “She would like to see progress.” It was moved by Ms. Siever and seconded by Mr. Silbiger to approve the Minutes of Regular Meeting – April 23, 2013 as amended. The motion was unanimously approved.

10. Awards, Recognitions and Presentations

10.1 Spotlight on Education - La Ballona School, Culver City Adult School, and Culver Park High School

Jennifer Slabbinck, Principal at La Ballona School, presented information to the Board pertaining to Academic Performance Index (API) and the AYP scores. Since the school did not meet their AYP goals for 2011-2012 they are focusing on their growth goals. Some of the things they are focusing on are Instruction Quality. She spoke about training at the Los Angeles County Office of Education, and she is participating in four staff walk-through

opportunities where the staff is also working on Self-Selected Focus Strategies and their outcomes. When Ms. Slabbinck did her walk-throughs she noticed that the students were very engaged. She also informed the Board about a new program at the school which is Back Packs for Families. The program supplies food for the weekend for families in need/crisis. She thanked Sadie at S.A.V.E.S. and Jerry Chabola who has really spearheaded this project. Ms. Slabbinck also thanked the Booster Club who is giving \$100 in snacks. She reported on the work being done at the school to promote developing social skills and community awareness such as Lunch Bunch, Caring School Communities, the Family Center, Flutes Across the World, and the Green Club. Students from the school Everett and Joseph helped Ms. Slabbinck speak a little about the programs. Ms. Slabbinck also told about the 3rd grade students learning ballroom dancing. She thanked P.E. Coach Mark Mendoza and Coach Angela, and Coach Eskridge for helping with the dancing program. Mr. Mendoza thanked Mrs. Lockhart for her inspiration in ballroom dancing from when he was at El Rincon Elementary where she was a principal and started ballroom dance. Six students from La Ballona performed a ballroom dance. Ms. Siever stated that Ms. Slabbinck was fantastic for the District with the work that she is doing. Ms. Siever stated that not only did Ms. Slabbinck listen to her requests for information on the homeless students in the District, but she was proactive and helped to get a program implemented.

Veronica Montes, Principal of Culver City Adult School and Culver Park High School respectively, provided an update on the changes that have taken place at Culver Park. She provided the breakdown of the student population in ethnicity, by grade, and English learners. Ms. Montes spoke about staff nurturing the student by a their motto which is "Feeding them so they E.A.T" which stands for Engage, Achieve, and Transition. She explained in detail how staff members are getting the students to E.A.T. Everyone at the school engages; office and administrative staff, in the classroom and at afterschool activities. Eric Ibarra, the Culver Park Student Representative, spoke about the afterschool activities which included the HeArt Project, R.O.P., Red Hen Press, Student Council, and other groups. Ms. Montes quickly gave her support to R.O.P. Programs as the State is talking about eliminating these programs in the high schools. She then spoke about the requirements for graduation, and how they prepare students for transition with helping them make a graduation plan, career plan, and modeling. Steve Levin stated that there are many parents at Farragut who would like to help out at Culver Park with beautification and any other projects. Ms. Montes will contact him. Mr. Silbiger inquired as to how many classes are computer-based. Ms. Montes stated none are computer-based. Mr. Silbiger wondered if there was a place for it to fit in with students at different levels. Ms. Carroll stated that the District has an online platform at the High School that is used extensively and it is a blended model. Ms. Siever stated that she visited the school and thanked Ms. Montes for everything that she is doing. Ms. Siever recalled that the Board originally said that the current site would not be permanent and wanted Ms. Montes to know that she remembers that this was not to be a long-term plan. Mr. LaRose thanked the staff and Ms. Montes. He recognized that there needs to be a long-term plan on the school's location. Mr. Silbiger had to interrupt the presentation for a moment to speak to the High School students that were present. He went on to tell them that they were being rude by talking during the meeting and explained that the sound carried. He asked Mr. LaRose to please speak with staff about having the students present and their conduct. Ms. Paspalis and Mr. LaRose at this time also had to address the students and their conduct. Mr. LaRose gave them an opportunity to leave the meeting if they could not conduct themselves in the proper manner.

Ms. Montes proceeded to give her presentation on the Adult School. She spoke about the programs which breakdown into the State Adult Programs and Community Service Programs. Ms. Montes also spoke about who the school serves and gave a breakdown of the enrollment. Programs are also available to help students make-up credits. Mr. Silbiger asked the older adult classes were cut. Ms. Montes stated that those cuts were made two years before she got to the District. As far as she knew the cuts were made during the budget cuts. Further discussion ensued. Board members thanked the presenters.

11. Public Recognition

11.1 Student Representatives' Reports

Middle School Student Representative

Angel Moret, Culver City Middle School Student Representative, reported on activities at Culver City Middle School, including ASB hosting a CCMS X-Factor event. The annual 6th and 7th grade Knott's Berry Farm trip will be on May 25th. She stated that this week and next week they will be selling 8th grade Grad Night tickets.

Dates are still being looked at for the CCMS ASP Spirit Week, but the events for the week have already been chosen.

Culver Park Student Representative

Eric Ibarra, Culver Park High School Student Representative, made his report during the Culver Park High School Spotlight on Education presentation.

Culver City High School Student Representative/Student Board Member

Lena Kettering, Student Board Member, reported on activities at Culver City High School, including an update on the dance performance which she said was amazing. She provided an update on the ASB Yard Sale; the Sharefest event with community members for campus beautification; Grad Night this Friday at Disneyland; CSTs currently taking place; and Prom taking place on June 1st.

11.2 Superintendent's Report

Mr. LaRose introduced student Brandon Miles who informed the Board about a play called "Royale" which is about the first African-American Boxer whose name was Jack Johnson. It is currently playing at the Kirk Douglas Theater. Mr. LaRose attended the play and said it was a great event and the District has a great partnership with the Center Theatre Group. He reported on his visit with Kim Indelicato, Principal at Linwood Howe Elementary, and some of her staff at an awards ceremony. Linwood Howe received a Title 1 Award which was given through the State. He announced that next week the PTA at Farragut will talk about starting a group called "Watch Dogs" which would be getting the fathers more involved at the school sites. He announced the Staff Appreciation weeks and wanted to acknowledge some of the staff at the District Office and the great work that they are doing. He understands that a lot of times the staff at the District Office is not acknowledged so he wanted to make sure he acknowledged the work that is being done there. He also asked the Board about participating in a Board Retreat and would like to align calendars.

11.3 Assistant Superintendent's Reports

Ms. Carroll reported on her attendance at the Education Foundation's Tribute to the Stars event and said she had a wonderful time. She commended Leslie Adler and her team on the success of the event. It was an uplifting night. STAR and AP testing is underway and she was happy to report that there have been no irregularities at this point.

Mrs. Lockhart reported on her attendance at the Tribute to the Stars and said it was a great event. She also attended the Science Rocks! event with her family at El Rincon Elementary and had a lot of fun. Mrs. Lockhart provided an update on negotiations and said that it has actually been a great experience. The Human Resources Department also gave out a small token of appreciation to staff which was water bottles. She announced the Health and Wellness Expo taking place on August 21st for District employees as their Welcome Back Day.

Mr. Reynolds reported on the El Marino Air Quality Study. He stated that he has been working with the Air Quality Committee at the school to continue studying the air at the school. He also confirmed that after further reviewing the garden at Farragut that it will stay in its current location.

11.4 Members of the Audience

Members of the audience spoke about:

- Robert Zirgulis stated that he has been working as a substitute in Special Education this year. It amazes him that the classified and teachers are working for minimum wage. He stated that these are Instructional Aides and they want to work for the District directly. He also noticed in the weight room at the Middle School that the machines are not working and there is no soap in the bathrooms.
- David Mielke stated that he was happy to see the Spotlight on Education was on Culver Park and La Ballona. Coach Angela was one of his students. He wants to thank the Board for the 2% increase. He stated that it is nice to have a responsive Board, and he reported that the Superintendent was coming to visit his classroom.
- Steve Levin thanked Mr. Reynolds and Mr. LaRose for being responsive to the many emails they received regarding the Farragut Garden. He said that the garden was looking as if it was going to be threatened by the solar project, but will not. He thanked them on behalf of the Farragut community.

- Rania Daily stated that she was very happy that there might be an air filtration unit at El Marino which will be a donation. She thanked the many companies that have been helpful and informative such as AQMD, and schools in the Long Beach and Boyle Heights.
- Madeline Ehrlich stated that she listened to a tape of the last meeting and it stuck in her mind that Ms. Paspalis brought up having the Strategic Planning Committee for the Immersion Program reconvene. She noted that some of the people that were on that committee are no longer with the District. Mr. Farris and Mr. Pearson were not part of those meetings. She feels that six meetings that the committee had are not enough, and that it's critical to continue those meetings since the program is on a large scale.
- Jerry Chabola wanted to inform the Board that there are students at the elementary schools who are not knowledgeable regarding their math facts and suggested that the month of September should be dedicated to volunteers helping at the schools. He also addressed an article he read in the Wall Street Journal that spoke about the Common Core Standards and the Social Studies component. Mr. Chabola informed the Board that he was one of the people who started the requirement of students attending the Board Meetings, but he was always present at the meetings also. He thinks that the students are not being informed as to the conduct at the meetings and possibly the reason of their attendance or how it ties into their class.

11.5 Members of the Board

Board Members spoke about:

- Ms. Goldberg spoke about her attendance at the Tribute to the Stars and stated that she loved the presentation. She reported on her trip to Washington.
- Ms. Siever reported on her attendance at the Tribute to the Stars and congratulated the recipients. She had a lot of fun at the event. Ms. Siever also attended the West L.A. College Open House for high schools and Culver City High School students were present. She asked who was from the High School. The teachers were also present. Karen Bass and Holly Mitchell were at the college. Ms. Siever is in the middle of finals at her school. She also congratulated Janice Pober for the success of the Tribute to the Stars event.
- Ms. Chardiet stated that one of the unseen consequences of No Child Left Behind is that many parents shop for the schools now according to API scores. She thinks that the information on the variables that affect the scores should be given to each school. She requested information, as did Mr. Silbiger, on a comparison of the demographics at the school sites with comparable districts. There is huge variability between the schools in the District.
- Mr. Silbiger commented on the value added model and thinks that it is important to look at. Ms. Carroll stated that the API is a growth model and it is also weighted. It does not get down to the level that Mr. Silbiger was referring to like at LACOE who probably used a consultant to research their information. He feels that articulation is an issue in the District. We have amazing programs but they seem to fall off. One of the programs is the Music Program, and he spoke about the pathways that were being looked at. At the next Board Meeting he would like to see something on the agenda addressing this issue. He is really disappointed about what is happening with the Immersion Program. He agreed with Ms. Ehrlich about having a Strategic Planning Committee, but thinks that the Board needs to give more direction.
- Ms. Paspalis was shocked when she found out there was no articulation with some of the programs. She is not surprised at the pace of how long it takes in getting some things done in education. She is thrilled about the students coming through the program. Ms. Siever thinks that some of the items discussed regarding Immersion should actually come from staff and be brought to the Board. Ms. Paspalis stated that she visited three or four different school sites to speak about possibly getting a bond on the upcoming election ballot and she received positive feedback. She also attended the Science Rocks! event and said it was very nice as was Tribute to the Stars.

13. Recess

The Board recessed at 9:25 p.m. and reconvened at 9:35 p.m.

12. Information Items**12.1 Capital Projects Update**

Balfour Betty representatives spoke about the District needs and assessment, and explained the process that they took during their evaluation. Mr. LaRose explained that this is a first step in the decision making process. This is step one as an analysis and assessment of the entire District. It will help to identify priorities. Robert Zirgulis suggested getting solar tiles if any site was going to be re-roofed. Dr. Luther Henderson stated that this is a comprehensive needs assessment. He asked what the estimate was if the District were to get everything done. Mr. LaRose stated the amount would be \$165 million. George Laase asked why the company didn't print their report on both sides of the paper. Gil stated that it should have been printed on both sides. Jerry Chabola stated that he was thrilled that there was something in place now. Madeline Ehrlich stated that the problem with "articulation" in the District has been the ongoing maintenance which is what the public does not understand.

12.2 First Reading of New Board Policy/Administrative Regulation 6173, and Form 6173 E (a) and 6173 E (b), Instruction – Education for Homeless Children

Ms. Siever stated that she happy that we have the policy and administrative regulation, and that she asked earlier in the meeting about the number of homeless students in the District. Mr. Silbiger suggested including "agencies on AR(b) number 1. The information will be brought back to the next meeting for approval.

12.3 First Reading of New Board Policy/Administrative Regulation 6173.1, Instruction – Education for Foster Youth

The information was reviewed and will be brought back for approval.

12.4 First Reading of Revised Form 5131.1E, Students – Bullying-Cyber Bullying-Harassment Report Form

The information was reviewed and will be brought back for approval.

14. Action Items**14.1 Superintendent's Items****14.1a Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates**

It was moved by Mr. Silbiger and seconded by Ms. Chardiet that the Board approve the Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates for 2013-2014 school year. Mr. Silbiger suggested that due to time at the Reorganization meeting that we have a December 3rd Special Meeting for swearing in any new Board members. Ms. Siever accepted the amendment. Mr. Silbiger moved the approval of the Meeting and Schedule of Proposed Meeting Dates as amended. It was seconded by Ms. Siever. The motion was unanimously approved.

14.2 Education Services Items**14.2a Approval is Recommended for the Extension of Suspension through July 2013 and Reinstatement in August of Pupil Services Case #04-11-12**

It was moved by Ms. Siever and seconded by Ms. Goldberg that the Board approve the Extension of Suspension through July 2013 and Reinstatement in August of Pupil Services Case #04-11-12 as presented. The motion was unanimously approved.

14.2b Approval is Recommended for the Reinstatement of Pupil Services Case #03-11-12

It was moved by Ms. Goldberg and seconded by Ms. Chardiet that the Board approve the Reinstatement of Pupil Services Case #03-11-12 as presented. The motion was unanimously approved.

14.3 Business Services Items

14.3a Approval is Recommended for the Landlord's Agreement with Wildwood School

It was moved by Ms. Siever and seconded by Ms. Chardiet that the Board approve the Landlord's Agreement with Wildwood School as presented. The motion was unanimously approved.

14.3b Approval is Recommended for the Superintendent or Designee to Sign Amended Agreement with Westberg+White Architects

This item was pulled from agenda.

14.3c Approval is Recommended for the Superintendent or Designee to Sign Agreement with Sandy Pringle & Associates

It was moved by Ms. Siever and seconded by Mr. Silbiger that the Board approve the Superintendent or Designee to Sign Agreement with Sandy Pringle & Associates as presented. The motion was unanimously approved.

14.3d Approval is Recommended for the Superintendent or Designee to Sign Agreement with Gafford Group

It was moved by Ms. Chardiet and seconded by Ms. Goldberg that the Superintendent or Designee to sign Agreement with Gafford Group as presented. The motion was unanimously approved. Representatives for the Gafford Group were introduced to the Board and the thanked the Board for the opportunity.

14.3e Approval is Recommended for the Ratification of Agreement with Encorp

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

14.3f Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2012-13 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified Employees (ACE)

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve the AB1200 Public Disclosure – Financial Impact of 2012-13 Agreement Between Culver City Unified School District (CCUSD) and Association of Classified Employees (ACE) as presented. George Laase stated that his comment was on all three agreements on the first line that says "including Step & Column." He stated that he has an email from Mr. Reynolds stating that it does not include Step and Column. Mr. Laase did some math and came to the conclusion of a way the District would save money. He feels that this will turn into a lot of money for the District. Janet Chabola stated that she has the same questions as Mr. Laase. She referenced the 2nd Interim Report where it states the District has to stop deficit spending. It might be a great idea to do an increase right now. As a business person she would ask why the raises would be to increase salary. It is more fiscally sound to increase benefits. Robert Zirgulis stated that we do have inflation. Dr. Henderson inquired as to the increased deficit spending. Madeline Ehrlich stated that about 30% of the voters are about her age and it may not look good to do an increase in salary and then ask for a bond to get passed. Ms. Chardiet stated that we have to invest in our talent. There is a whole floor at LAUSD dedicated to talking about building houses for teachers to try to recruit from out of state so that they can get and retain the best teachers. The motion was unanimously approved.

14.3g Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2012-13 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT)

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve AB1200 Public Disclosure – Financial Impact of 2012-13 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT) as presented. The motion was unanimously approved.

14.3h Approval is Recommended for AB1200 Public Disclosure – Financial Impact of 2012-13 Agreement Between Culver City Unified School District (CCUSD) and Culver City Management Association of Culver City Schools

It was moved by Ms. Siever and seconded by Ms. Goldberg that the Board approve AB1200 Public Disclosure – Financial Impact of 2012-13 Agreement Between Culver City Unified School District (CCUSD) and Culver City Management Association of Culver City School as presented. The motion was unanimously approved.

14.3i Approval is Recommended for the Superintendent or Designee to sign Participant Agreement with West Basin Municipal Water District

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve the Superintendent or Designee to sign Participant Agreement with West Basin Municipal Water District as presented. Mrs. Chabola stated that maybe staff could find out if West Basin would fund our artificial turf. They might possibly have a grant. The motion was unanimously approved.

Mr. LaRose felt he needed to interject. He wanted the Board and the audience to understand that he would not make the previous recommendation if he did feel that they were fiscally sound or that they were not the right thing to do.

14.4 Personnel Items

14.4a Approval is Recommended for the 2011/2012 Agreement Between the Association of Classified Employees (ACE) and the Culver City Unified School District (CCUSD)

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board the 2011/2012 Agreement Between the Association of Classified Employees (ACE) and the Culver City Unified School District (CCUSD) as presented. The motion was unanimously approved.

14.4b Approval is Recommended for the 2012/2013 Agreement Between the Culver City Federation of Teachers (CCFT) and the Culver City Unified School District (CCUSD)

It was moved by Ms. Goldberg and seconded by Ms. Chardiet that the Board approve the 2012/2013 Agreement Between the Culver City Federation of Teachers (CCFT) and the Culver City Unified School District (CCUSD) as presented. The motion was unanimously approved.

14.4c Approval is Recommended for the 2012/2013 Agreement Between the Association of Classified Employees (ACE) and the Culver City Unified School District (CCUSD)

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve the 2012/2013 Agreement Between the Association of Classified Employees (ACE) and the Culver City Unified School District as presented. The motion was unanimously approved.

14.4d Approval is Recommended for the 2012/2013 Agreement Between the Management Association of Culver City Schools (MACCS) and the Culver City Unified School District (CCUSD)

It was moved by Ms. Chardiet and seconded by Ms. Goldberg that the Board approve the 2012/2013 Agreement Between the Management Association of Culver City Schools (MACCS) and the Culver City Unified School District (CCUSD) as presented. The motion was unanimously approved.

15. Board Business - None

Adjournment

There being no further business, it was moved by Ms. Siever, seconded by Ms. Goldberg and unanimously approved to adjourn the meeting. Board President Ms. Paspalis adjourned the meeting at 10:35 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

9.2 PURCHASE ORDERS AND WARRANTS

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

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

Purchase order grand total from May 5, 2013 through May 18, 2013 is \$4,301,162.12. Warrants issued for the period April 12, 2013 through May 16, 2013 total \$6,118,392.46. This includes \$2,460,081.00 in commercial warrants, and \$3,658,311.46 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION: That purchase orders from May 5, 2013 through May 18, 2013 in the amount of \$4,301,162.12 and warrants for April 12, 2013 through May 16, 2013 in the amount of \$6,118,392.46 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

**Board List Purchase Order Report
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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/10/13	21013	A		05/10/2013	APPLE INC.	COMPUTER SUPP/EQUIP	Culver City High School 21013	01.0	90127.0	11100	10000	4410	4010000	12-13		126.44	126.44
05/17/13 58875AA A 05/17/2013 CLYDE S. MURLEY 21.0 00000.0 00000 00000 5850 0000000 12-13 61,110.00																	
"CANCELED"																	
05/13/13	59438M	A		05/13/2013	FAST DEER BUS CHARTER, INC.	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	12-13		1,782.26	1,782.26
05/13/2013					FAST DEER BUS CHARTER, INC.											1,782.26	
05/13/13	59439M	A		05/13/2013	R TURNER ASSOCIATES LLC	MAINTENANCE SUPP/EQUIP	Custodians	01.0	00000.0	00000	82000	4380	0005042	12-13		1,602.66	1,602.66
05/13/2013					R TURNER ASSOCIATES LLC											1,602.66	
05/16/13	59441M	A		05/16/2013	SAFELITE GLASS CORP.	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	12-13		252.64	252.64
05/16/2013					SAFELITE GLASS CORP.											252.64	
05/09/13	60548	A		05/09/2013	MURIEL IFEKWUNIGWE	CONTRACTED SERVICES	El Rincon Elementary	01.0	56400.0	00000	21000	5850	2040000	12-13		3,168.00	3,168.00
05/09/2013					MURIEL IFEKWUNIGWE											3,168.00	
05/09/13	60549	A		05/09/2013	BRIDGETTE MITCHELL	CONTRACTED SERVICES	El Rincon Elementary	01.0	56400.0	00000	21000	5850	2040000	12-13		1,935.00	1,935.00
05/09/2013					BRIDGETTE MITCHELL											1,935.00	
05/16/13	60550	A		05/16/2013	TERRY J. TIBBETTS	CONTRACTED SERVICES	Undistributed Sel.pa	01.7	33270.0	50010	22000	5850	0000000	12-13		7,500.00	7,500.00
05/16/2013					TERRY J. TIBBETTS											7,500.00	
05/13/13	60642	A		05/13/2013	REDWOOD PRESS	FORMS	Purchasing	01.0	00000.0	00000	73000	4350	0005030	12-13		731.39	731.39
05/13/2013					REDWOOD PRESS											731.39	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Schl/Loc	BP	Distrib	Amount	PO Amt
05/06/13	60651	C		05/06/2013	DR. RICHARD S. MANGEN	CONTRACT SERVICES RENDERED 05/06/2013	Special Education 60651	01.0	65000.0	57700	31500	5890	0004040	12-13		2,000.00	2,000.00
									DR. RICHARD S. MANGEN							2,000.00	
05/06/13	60656	A		05/06/2013	BALFOUR BEATTY CONSTRUCTION	CONSTRUCTION SUPP/EQUIP 05/06/2013	Culver City High School 60656	25.0	00000.0	00000	85000	6250	4010000	12-13		1,000,000.00	
																3,000,000.00	
									BALFOUR BEATTY CONSTRUCTION							4,000,000.00	
05/06/13	60660	A		05/06/2013	NATIONAL GEOGRAPHIC	INSTRUCTIONAL SUPPLIES 05/06/2013	Special Projects 60660	01.0	58200.0	11100	10000	4310	0004030	12-13		1,562.91	
																1,562.91	
									NATIONAL GEOGRAPHIC LEARNING								
05/14/13	60662	A		05/14/2013	CDW-G	INSTRUCTIONAL SUPPLIES 05/14/2013	Culver City High School 60662	01.0	00000.0	16001	10000	4310	4010000	12-13		1,096.81	
																1,096.81	
									CDW-G								
05/06/13	60663	A		05/06/2013	ANDERSON'S	INSTRUCTIONAL SUPPLIES 05/06/2013	La Ballona Elementary 60663	01.0	91400.0	11100	10000	4310	2060000	12-13		431.51	
																431.51	
									ANDERSON'S								
05/10/13	60665	A		05/10/2013	WESTERN GRAPHIX	OFFICE SUPPLIES 05/10/2013	Human Resources 60665	01.0	00000.0	00000	74000	4350	0003000	12-13		606.04	
																606.04	
									WESTERN GRAPHIX								
05/07/13	60666	A		05/09/2013	ZACHARY-JONES.COM	INSTRUCTIONAL SUPPLIES 05/07/2013	Special Projects 60666	01.0	58200.0	11100	10000	4310	0004030	12-13		234.84	
																234.84	
									ZACHARY-JONES.COM								
05/07/13	60667	A		05/07/2013	GUITAR CENTER, INC.	INSTRUCTIONAL SUPPLIES 05/07/2013	Culver City High School 60667	01.0	35500.0	11100	10000	4310	4010000	12-13		7,996.87	
																7,996.87	
									GUITAR CENTER, INC.								
05/10/13	60668	A		05/10/2013	WESTVIEW SCHOOL	CONTRACT SERVICES RENDERED 05/10/2013	Undistributed Se1pa 60668	01.7	65000.0	50010	22000	5890	0000000	12-13		1,960.00	
																1,960.00	
									WESTVIEW SCHOOL								

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05/07/13	60669	A		05/07/2013	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES 05/07/2013	Culver City High School 60669	01.0	07395.0	11100	10000	4310	4010000	12-13		398.95	398.95	
																		CAROLINA BIOLOGICAL SUPPLY COMPANY
05/10/13	60670	A		05/10/2013	RICOH USA, INC.	MAINTENANCE AGREEMENTS 05/10/2013	Human Resources 60670	01.0	00000.0	00000	74000	5630	0003000	12-13		458.73	458.73	RICOH USA, INC.
05/10/13	60671	A		05/10/2013	CFP STUDIO	OFFICE SUPPLIES 05/10/2013	Superintendent's Office 60671	01.0	00000.0	00000	71000	4350	0001000	12-13		123.17	123.17	CFP STUDIO
05/07/13	60672	C	1	05/10/2013	AVID CENTER	CONFERENCE AND TRAVEL 05/07/2013	Special Projects 60672	01.0	30100.0	00000	21000	5220	0004030	12-13		4,434.00	4,434.00	AVID CENTER
05/07/13	60673	A		05/07/2013	CDW-G	OFFICE SUPPLIES 05/07/2013	Culver City Middle School 60673	01.0	07395.0	00000	27000	4350	3010000	12-13		407.64	407.64	CDW-G
05/07/13	60674	A		05/07/2013	LECTORUM PUBLICATIONS, INC.	INSTRUCTIONAL SUPPLIES 05/07/2013	Special Projects 60674	01.0	58200.0	11100	10000	4310	0004030	12-13		997.97	997.97	LECTORUM PUBLICATIONS, INC.
05/07/13	60675	A	1	05/09/2013	LEARNING PLUS ASSOCIATES	BOOKS 05/07/2013	Educational Services 60675	01.0	63000.0	11100	10000	4410	0004000	12-13		35,773.94	35,773.94	LEARNING PLUS ASSOCIATES
05/10/13	60676	A		05/10/2013	CDW-G	COMPUTER SUPP/EQUIP 05/10/2013	Pupil Services 60676	01.0	00000.0	00000	31400	4410	0004020	12-13		562.20	562.20	CDW-G
05/13/13	60677	A		05/13/2013	REDWOOD PRESS	OFFICE SUPPLIES 05/13/2013	Adult School 60677	11.0	06390.0	41100	27000	4350	0000010	12-13		276.86	276.86	REDWOOD PRESS

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Purchase Orders/Buyouts To The Board for Ratification From : **5/5/2013 To 5/18/2013**
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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/07/13	60678	C		05/09/2013	CAMBRIUM LEARNING GROUP,	CONFERENCE AND TRAVEL	Educational Services 60678	01.0	40350.0	00000	21000	5220	0004000	12-13		600.00	600.00
						05/07/2013											600.00
																	600.00
05/07/13	60679	A		05/07/2013	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	Culver City High School 60679	01.0	07395.0	11100	10000	4310	4010000	12-13		854.11	854.11
						05/07/2013											854.11
																	854.11
05/07/13	60680	A		05/07/2013	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	Culver City High School 60680	01.0	07395.0	11100	10000	4310	4010000	12-13		911.19	911.19
						05/07/2013											911.19
																	911.19
05/07/13	60681	A		05/07/2013	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	Culver City High School 60681	01.0	07395.0	11100	10000	4310	4010000	12-13		741.78	741.78
						05/07/2013											741.78
																	741.78
05/07/13	60682	A		05/07/2013	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	Culver City High School 60682	01.0	07395.0	11100	10000	4310	4010000	12-13		1,818.41	1,818.41
						05/07/2013											1,818.41
																	1,818.41
05/10/13	60683	A		05/10/2013	APPLE INC.	COMPUTER SUPP/EQUIP	Pupil Services 60683	01.0	00000.0	00000	31400	4410	0004020	12-13		547.18	547.18
						05/10/2013											547.18
																	547.18
05/10/13	60684	A		05/10/2013	PARVIZ PRINTING COMPANY, INC.	ADVERTISING	Office of Child Development 60684	12.0	50250.0	85000	27000	5830	0000002	12-13		713.05	713.05
						05/10/2013											713.05
																	713.05
05/10/13	60685	A		05/10/2013	CHRISTY WHITE ACCOUNTANCY	AUDIT SERVICES	Fiscal Services 60685	01.0	00000.0	00000	73000	5820	0005010	12-13		4,182.50	4,182.50
						05/10/2013											4,182.50
																	4,182.50
05/10/13	60686	A		05/10/2013	JOHN'S INCREDIBLE PIZZA COMPANY	FIELD TRIPS	Office of Child Development 60686	12.0	90284.0	85000	10000	5816	0000002	12-13		1,800.00	1,800.00
						05/10/2013											1,800.00
																	1,800.00

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/10/13	60686				JOHN'S INCREDIBLE PIZZA COMPANY		60686									3,600.00	
05/10/13	60687	A	05/10/2013	05/10/2013	SCOOTER'S JUNGLE	FIELD TRIPS	Office of Child Development	12.0	90284.0	85000	10000	5816	0000002	12-13		1,750.00	
05/10/2013	60687				SCOOTER'S JUNGLE		60687	12.0	50250.0	85000	10000	5816	0000002	12-13		1,750.00	
05/13/13	60688	A	05/13/2013	05/13/2013	REDWOOD PRESS	OFFICE SUPPLIES	La Balleona Elementary	01.0	91400.0	11100	10000	4350	2060000	12-13		383.68	
05/13/2013	60688				REDWOOD PRESS		60688									383.68	
05/10/13	60689	A	05/10/2013	05/10/2013	WESTBERG + WHITE, INC.	CONSTRUCTION SUPP/EQUIP	Undistributed Busn/ Gen'l Adm	21.0	00000.0	00000	85000	6210	0000000	12-13		5,200.00	
05/10/2013	60689				WESTBERG + WHITE, INC.		60689									5,200.00	
05/10/13	60690	A	05/10/2013	05/10/2013	AVANT ASSESSMENT, LLC	TEST/TEST MATERIALS	Special Projects	01.0	58200.0	11100	10000	4310	0004030	12-13		3,185.53	
05/10/2013	60690				AVANT ASSESSMENT, LLC		60690									3,185.53	
05/13/13	60691	C	05/13/2013	05/13/2013	CROWNE PLAZA SAN DIEGO-MISSION	HOTELS	Special Projects	01.0	30100.0	00000	21000	5220	0004030	12-13		523.14	
05/13/2013	60691				CROWNE PLAZA SAN DIEGO-MISSION		60691									523.14	
05/13/13	60692	C	05/13/2013	05/13/2013	SHERATON MISSION VALLEY SAN DIEGO	HOTELS	Special Projects	01.0	30100.0	00000	21000	5220	0004030	12-13		1,212.84	
05/13/2013	60692				SHERATON MISSION VALLEY SAN DIEGO		60692									1,212.84	
05/14/13	60693	A	05/14/2013	05/14/2013	CENTER FOR DEVELOPING KIDS,	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57700	31500	5890	0004040	12-13		1,270.00	
05/14/2013	60693				CENTER FOR DEVELOPING KIDS,		60693									1,270.00	
05/13/13	60694	C	05/13/2013	05/13/2013	MARK & CAROLINE GALANTY	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	12-13		25,000.00	
05/13/2013	60694				MARK & CAROLINE GALANTY		60694									25,000.00	

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05/14/13	60695	A		05/14/2013	TECHNOSPEAK	CONTRACTED SERVICES 05/14/2013	Culver City High School 60695	01.0	96352.0	71100	10000	5850	4010000	12-13		100.00	100.00
								TECHNOSPEAK								100.00	
05/13/13	60696	A		05/13/2013	LBI - BOYD	INSTRUCTIONAL SUPPLIES 05/13/2013	El Marino Language 60696	01.0	07395.0	11100	10000	4310	2030000	12-13		262.48	262.48
								LBI - BOYD								262.48	
05/13/13	60697	A		05/13/2013	AVANT ASSESSMENT, LLC	TEST/TEST MATERIALS 05/13/2013	Special Projects 60697	01.0	58100.0	11100	10000	4312	0004030	12-13		572.25	572.25
								AVANT ASSESSMENT, LLC								572.25	
05/14/13	60698	A		05/14/2013	WILLIAM SMYTHE & CHRISTINE ROESE	CONTRACT SERVICES RENDERED 05/14/2013	Special Education 60698	01.0	33100.0	57500	39000	5890	0004040	12-13		626.20	626.20
								WILLIAM SMYTHE & CHRISTINE ROESE								626.20	
05/13/13	60699	C		05/13/2013	EDUCATION WEEK	SUBSCRIPTIONS 05/13/2013	Special Projects 60699	01.0	56400.0	00000	39000	4313	0004030	12-13		39.00	39.00
								EDUCATION WEEK								39.00	
05/13/13	60700	A		05/13/2013	THERAPY IN ACTION	CONTRACT SERVICES RENDERED 05/13/2013	Special Education 60700	01.0	65000.0	57520	11360	5810	0004040	12-13		450.00	450.00
								THERAPY IN ACTION								450.00	
05/13/13	60701	A		05/13/2013	HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES 05/13/2013	Special Education 60701	01.0	33100.0	57700	11100	4310	0004040	12-13		1,326.30	1,326.30
								HOUGHTON MIFFLIN HARCOURT								1,326.30	
05/14/13	60702	A		05/14/2013	NASCO MODESTO	INSTRUCTIONAL SUPPLIES 05/14/2013	Culver City High School 60702	01.0	35500.0	11100	10000	4310	4010000	12-13		1,200.59	1,200.59
								NASCO MODESTO								1,200.59	
05/13/13	60703	C		05/13/2013	EAST WHITTIER CITY SCHOOL DISTRICT	CONFERENCE AND TRAVEL 05/13/2013	La Ballona Elementary 60703	01.0	42030.0	00000	21000	5220	2060000	12-13		2,140.00	2,140.00
								EAST WHITTIER CITY SCHOOL DISTRICT								2,140.00	
																7,167.95	

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05/14/13	60704	A		05/14/2013	CARPET USA	REPAIRS - OTHER	Office of Child Development 60704	12.0	50250.0	85000	27000	5630	0000002	12-13		2,960.00	2,960.00
						05/14/2013			CARPET USA							2,960.00	
05/13/13	60705	A		05/13/2013	OFFICE DEPOT	OFFICE SUPPLIES	Culver City High School 60705	01.0	65200.0	57700	21000	4350	4010000	12-13		274.34	274.34
						05/13/2013			OFFICE DEPOT							274.34	
05/13/13	60706	A		05/13/2013	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 60706	01.0	07395.0	11100	10000	4310	4010000	12-13		167.82	167.82
						05/13/2013			FLINN SCIENTIFIC, INC.							167.82	
05/13/13	60707	A		05/13/2013	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 60707	01.0	07395.0	11100	10000	4310	4010000	12-13		399.71	399.71
						05/13/2013			FLINN SCIENTIFIC, INC.							399.71	
05/10/13	60708	A		05/10/2013	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 60708	01.0	07395.0	11100	10000	4310	4010000	12-13		123.98	123.98
						05/10/2013			FLINN SCIENTIFIC, INC.							123.98	
05/10/13	60709	A		05/10/2013	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 60709	01.0	07395.0	11100	10000	4310	4010000	12-13		50.75	50.75
						05/10/2013			FLINN SCIENTIFIC, INC.							50.75	
05/10/13	60710	C		05/10/2013	SHERATON SAN DIEGO HOTEL &	CONFERENCE AND TRAVEL	Special Projects	01.0	30100.0	00000	21000	5220	0004030	12-13		585.66	585.66
						05/10/2013			SHERATON SAN DIEGO HOTEL & MARINA							585.66	
05/17/13	60711	A		05/17/2013	BOXWOOD TECHNOLOGY, INC.	ADVERTISING	Human Resources 60711	01.0	00000.0	00000	74000	5830	0003000	12-13		200.00	200.00
						05/17/2013			BOXWOOD TECHNOLOGY, INC.							200.00	
05/14/13	60712	A		05/14/2013	LASERCARE	REPAIRS - OFFICE EQUIPMENT	High School 60712	01.0	00000.0	00000	27000	5630	4010001	12-13		408.21	408.21
						05/14/2013			LASERCARE							408.21	

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

* Prior Year Payments

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

Page No. **8**
Run Date: **05/18/2013**
Run Time: **03:46:53AM**
FY: **12-13**
WEEKLY

Report ID: LAPO009C
District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 5/5/2013 To 5/18/2013
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
05/14/13	60713	A		05/14/2013	SOUTHWEST SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES 05/14/2013	60713	01.0	00000.0	11100	10000	4310	4010001	12-13	14,000.00	14,000.00
05/14/13	60714	A		05/14/2013	PARVIZ PRINTING COMPANY, INC.	GRADUATION SUPPLIES 05/14/2013	60714	01.0	00000.0	00000	27000	4350	4010001	12-13	1,580.50	1,580.50
05/15/13	60715	A		05/15/2013	CDW-G	COMPUTER SUPP/EQUIP 05/15/2013	60715	01.0	00000.0	00000	74000	4410	0003000	12-13	934.29	934.29
05/14/13	60717	A		05/14/2013	CDW-G	OFFICE SUPPLIES 05/14/2013	60717	01.0	00000.0	00000	73000	4350	0005010	12-13	69.28	69.28
05/14/13	60718	C		05/14/2013	CAMBRIUM LEARNING GROUP, INC.	CONFERENCE AND TRAVEL 05/14/2013	60718	01.0	40350.0	00000	21000	5220	0004000	12-13	400.00	400.00
05/16/13	60721	A		05/16/2013	GOODMAN & ASSOCIATES	INSTRUCTIONAL SUPPLIES 05/16/2013	60721	01.0	07395.0	11100	10000	4310	4010000	12-13	3,021.38	3,021.38
05/16/13	60722	A		05/16/2013	FISHER SCIENCE EDUCATION	INSTRUCTIONAL SUPPLIES 05/16/2013	60722	01.0	07395.0	11100	10000	4310	4010000	12-13	522.71	522.71
05/16/13	60723	A		05/16/2013	NASCO MODESTO	INSTRUCTIONAL SUPPLIES 05/16/2013	60723	01.0	07395.0	11100	10000	4310	4010000	12-13	610.56	610.56
05/16/13	60724	A		05/16/2013	WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES 05/16/2013	60724	01.0	07395.0	11100	10000	4310	4010000	12-13	548.32	548.32
05/16/13	60726	A		05/16/2013	CITY OF CULVER CITY	FEEES, LICENSE		01.0	00000.0	00000	00000	5890	0000000	12-13	285.00	285.00

* Prior Year Payments

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

Board List Purchase Order Report

CULVER CITY UNIFIED SD

Page No. 9
 Run Date: 05/18/2013
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 WEEKLY

5/5/2013 To 5/18/2013

Report ID: LAP0009C

District: 64444

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/16/2013					CITY OF CULVER CITY		60726									285.00	
05/15/13	60728	A		05/15/2013	TOWN AND COUNTRY HOTEL	CONFERENCE AND TRAVEL	Culver City High School	01.0	07395.0	00000	27000	5220	4010000	12-13		684.56	
05/15/2013					TOWN AND COUNTRY HOTEL		60728									684.56	
05/15/13	60729	A		05/15/2013	SOUTHERN CALIFORNIA A.P.	CONFERENCE AND TRAVEL	Culver City High School	01.0	07395.0	11100	10000	5220	4010000	12-13		5,600.00	
05/15/2013					SOUTHERN CALIFORNIA A.P. INSTITUTE, INC.		60729									5,600.00	
05/15/13	60730	A		05/15/2013	CROWNE PLAZA SAN DIEGO-MISSION	CONFERENCE AND TRAVEL	Culver City High School	01.0	07395.0	00000	27000	5220	4010000	12-13		697.52	
05/15/2013					CROWNE PLAZA SAN DIEGO-MISSION VALLEY		60730									697.52	
05/15/13	60731	A		05/15/2013	WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	07395.0	11100	10000	4310	4010000	12-13		166.99	
05/15/2013					WARD'S NATURAL SCIENCE ESTABLISHMENT LLC		60731									166.99	
05/16/13	60732	A		05/16/2013	XEROX CORPORATION	INSTRUCTIONAL SUPPLIES	Undistributed Purch/Stores	01.0	00000.0	00000	00000	9320	0000000	12-13		49,860.09	
05/16/2013					XEROX CORPORATION		60732									49,860.09	
05/16/13	60733	A		05/16/2013	OFFICE DEPOT	OFFICE SUPPLIES	Special Projects	01.0	58200.0	00000	21000	4350	0004030	12-13		2,000.00	
05/16/2013					OFFICE DEPOT		60733									2,000.00	
05/16/13	60734	A		05/16/2013	AMAZON.COM	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58200.0	11100	10000	4310	0004030	12-13		605.74	
05/16/2013					AMAZON.COM		60734									605.74	
05/16/13	60735	A		05/16/2013	AMAZON.COM	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	12-13		517.40	
05/16/2013					AMAZON.COM		60735									517.40	
05/16/13	60736	A		05/16/2013	SANTILLANA USA PUBLISHING CO.,	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58200.0	11100	10000	4310	0004030	12-13		908.12	
05/16/2013					SANTILLANA USA PUBLISHING CO.,		60736									908.12	

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

* Prior Year Payments

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

Page No. 10
Run Date: 05/18/2013
Run Time: 03:46:53AM
FY: 12-13
WEEKLY

Report ID: LAPO009C

District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 5/5/2013 To 5/18/2013
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
05/16/13	60737	A		05/16/2013	LA LIBRERIA	INSTRUCTIONAL SUPPLIES	60736	01.0	58200.0	11100	10000	4310	0004030	12-13	3,231.59	908.12
						05/16/2013	60737	LA LIBRERIA							3,231.59	
05/16/13	60738	A		05/16/2013	AVID CENTER	CONFERENCE AND TRAVEL	60738	01.0	07395.0	11100	10000	5220	4010000	12-13	1,478.00	
						05/16/2013	60738	AVID CENTER							1,478.00	
05/17/13	60739	A		05/17/2013	MENDOCINO FARMS	FOOD PRODUCTS	60739	01.0	00000.0	00000	37000	4710	0001000	12-13	1,083.20	
						05/17/2013	60739	MENDOCINO FARMS							1,083.20	
05/17/13	60740	A		05/17/2013	C&S SALES	INCENTIVES/AWARDS	60740	01.0	00000.0	00000	10000	4400	0000000	12-13	2,014.93	
						05/17/2013	60740	C&S SALES							2,014.93	

Total by District : 64444 4,301,162.12 4,301,162.12

End of Report LAPO009C

NONPUBLIC SCHOOLS:

APPROVED YTD: \$4,110,859.49

**CULVER CITY UNIFIED SCHOOL DISTRICT
DISTRICT WARRANT REPORT
2012 - 2013**

COMMERCIAL WARRANTS		
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APRIL 12' 2013 - MAY 16' 2013	\$	2,460,081.00
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PAYROLL WARRANTS		
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APRIL 12' 2013 - MAY 16' 2013	\$	3,658,311.46
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TOTAL: \$ 6,118,392.46

BOARD REPORT

5/28/13

9.3

9.3 Approval is Recommended for Acceptance of Gifts – Donations

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

<u>Location</u>	<u>Donor/Item(s) Donated</u>
CCUSD	Sony Pictures Entertainment, Inc. Attn: Lani Matos 18 boxes of school and office supplies including binders, bulletin boards, computer accessories and message pads.
Office of Child Development	Ms. Teresa Martinez \$40 for classroom materials, Lin Howe Pre-K Mr. Louie Abascal \$250 for classroom materials, Lin Howe Pre-K
El Rincon School	Ms. Kristina Macaraig 5 cases of copy paper Mr. Jim Reisman 27 children's books Mrs. Brindel Rothspan Xylophone Mr. Jerry Chabola Picnic table with attached seats
El Marino	Professional Court Reporters 1 case of copy paper

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

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.4 Financial Implication for Certificated Services Report No. 15

Total Fiscal Impact per Funding Source:

General Fund	\$ 103,619.76
Office of Child Development	\$ 4,942.00
Special Education	\$ 420.00

BOARD REPORT

9.4 Certificated Personnel Services Report No. 15

I. Authorization and Ratification of Employment

A. Elementary School Principal – Farragut
Effective July 26, 2013
Funding Source: General Fund
Total Cost: \$103,201.56

1. Lynch, Dr. Rebecca

B. Substitute Teacher – District Office
Effective May 23, 2013 at \$125.00 per day, on-call when needed; \$160 on 21st day
Funding Source: General Fund

1. Fritz, Ashley	4. Schechter, Anna
2. Mattingly, Shannon	5. Zager, Howard
3. Rudd, Kathryn	

C. Extra Assignment – La Ballona, Professional Development on Non-Work Day
Effective May 31, 2013 at per diem rate of pay of \$418.20
Funding Source: General Fund
Total Cost: \$418.20

1 Shulman, Marcia

D. Extra Assignment – Middle School, Field Trip Chaperone
Effective May 25, 2013 at \$35.00 per hour, not to exceed 12 hours
Funding Source: Special Education
Total Cost: \$420.00

1. Hernandez, Valerie

E. Extra Assignment – Office of Child Development, Kindergarten Assessments
Effective May 1, 2013 through June 30, 2013 at stated current hourly rate of pay, not to exceed 100 hours per teacher
Funding Source: Office of Child Development
Total Cost: \$4,882.00

1. Bailey Davis, Renee	\$22.86 per hour
2. McClellan, Traci	\$25.95 per hour

BOARD REPORT

9.4 Certificated Personnel Services Report No. 15 – Page 2

II. Leaves

1. Miyawaki, Tomoko Part-Time Personal Leave of Absence Without Pay
 Elementary Teacher – El Marino From: 100% Assignment
 To: 60% Assignment
 Effective August 21, 2013 through December 20, 2013

2. Pollock, Jennifer Extended Personal Leave of Absence Without Pay
 Elementary Teacher - La Ballona Effective August 21, 2013 through June 13, 2014

3. Zarrinpar, Andrea Child Care Leave Without Pay
 Language Arts – CCMS Effective April 29, 2013 through June 21, 2013

III. Resignations

1. Wagner, Joyce Effective June 22, 2013
 Elementary Teacher – Linwood Reason: Retirement

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 15

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Impact for Classified Personnel Services Report No. 15

Total Funding Fiscal Impact:

Adult School Total:	\$13.85 per hour, as needed
Child Development Total:	\$20,532.00 \$13.28 per hour, as needed
General Fund Total:	\$129,655.68 \$14.14 per hour, as needed \$13.85 per hour, as needed \$9.25 per hour, as needed

BOARD REPORT

9.5 Classified Personnel Services Report No. 15

I. Authorization, Approval & Ratification of Employment

A. Child Development

1. *Instructional Assistant – Child Development*
Child Development – Summer Program
Not to exceed 400 hours
Funding Source: Child Development
Effective June 24, 2013 through August 23, 2013
Total Cost: \$20,532.00

- a. Boudreaux, Michelle Range 11 \$15.96 per hour
- b. Garcia, Elda Range 11 \$17.24 per hour
- c. Rubalcaba, Carolina Range 13 \$18.13 per hour

2. Reed, Angela Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective May 20, 2013
Hourly, as needed – \$13.28 per hour

3. Bonneau, Fedly Substitute Instructional Assistant –
Child Development
Child Development
Funding Source: Child Development
Effective June 3, 2013
Hourly, as needed – \$13.28 per hour

B. Clerical & Fiscal

1. Moore-Stansbury, Zola Secretary II
Middle School
8 hours per day, 11 months per year
Funding Source: General Fund
Effective June 3, 2013
Range 22 – \$3121.20 per month
Total Cost: \$34,333.20

2. Conroy, LaShon Substitute Clerk Typist
District Office
Funding Source: General Fund
Effective May 10, 2013
Hourly, as needed – \$14.14 per hour

BOARD REPORT

9.5 Classified Personnel Services Report No. 15 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants

1. Bromley, Kristin
Instructional Assistant – Special Education IIA
Linwood Howe – 6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective June 4, 2013
Range 16 – \$17.22 per hour
Total Cost: \$20,457.36
2. Bush, Keith
Instructional Assistant – Special Education IIA
Linwood Howe – 6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective May 30, 2013
Range 16 – \$15.49 per hour
Total Cost: \$18,402.12
3. Cho, Tracie
Instructional Assistant – Special Education IIA
El Marino – 6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective May 30, 2013
Range 16 – \$15.49 per hour
Total Cost: \$18,402.12
4. Sanders, Terra
Instructional Assistant – Special Education IIA
El Rincon – 6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective May 30, 2013
Range 16 – \$15.49 per hour
Total Cost: \$18,402.12
5. Conroy, LaShon
Substitute Instructional Assistant
District Office
Funding Source: General Fund
Effective May 10, 2013
Hourly, as needed – \$13.85 per hour
6. Lopez, Jose
Substitute Instructional Assistant
Adult School
Funding Source: Adult School – ADA
Effective March 1, 2013
Hourly, as needed – \$13.85 per hour

BOARD REPORT

9.5 Classified Personnel Services Report No. 15 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants – continued

7. Davis, Shane
Instructional Assistant – Special Education IIA
High School – Extra Assignment –
High School Graduation
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective June 21, 2013
Range 16 – \$18.01 per hour
Total Cost: \$54.03

8. Meza, Jose
Instructional Assistant – Special Education IIA
High School – Extra Assignment –
High School Graduation
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective June 21, 2013
Range 16 – \$18.01 per hour
Total Cost: \$54.03

9. Pando, Yvonne
Instructional Assistant – Special Education IIA
High School – Extra Assignment –
High School Graduation
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective June 21, 2013
Range 16 – \$18.01 per hour
Total Cost: \$54.03

10. Simpson, Erinn
Instructional Assistant – Special Education IIA
High School – Extra Assignment –
High School Graduation
Not to exceed 3 hours
Funding Source: General Fund – Special Ed
Effective June 21, 2013
Range 16 – \$16.37 per hour
Total Cost: \$49.11

BOARD REPORT

9.5 Classified Personnel Services Report No. 15 – Page 4

I. Authorization, Approval & Ratification of Employment – continued

D. Noon Duty Supervisors

1. Woods, Mon-Sherrie
Temporary Noon Duty Supervisor
El Rincon
Funding Source: General Fund
Effective May 28, 2013 through
June 21, 2013
Hourly, as needed – \$9.25 per hour

II. Authorization, Approval & Ratification of Change of Assignment

1. Barajas, Cassie
Promotion via Classified Interview:
From: Instructional Assistant –
Special Education
High School
3.9 hours per day, school year
To: Instructional Assistant –
Special Education IIA
El Rincon
6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective May 28, 2013
Range 16 – \$16.37 per hour
Total Cost: \$19,447.56

III. Authorization, Approval & Ratification of Resignations

1. Batlle, Jose
School Custodian
Linwood Howe
8 hours per day, 12 months per year
Retirement
Funding Source: General Fund
Effective June 28, 2013
Range 16 – \$3121.20 per month
2. Cedeño, Mariano
School Custodian
El Marino
8 hours per day, 12 months per year
Retirement
Funding Source: General Fund
Effective June 30, 2013
Range 16 – \$3121.20 per month

BOARD REPORT

9.5 Classified Personnel Services Report No. 15 – Page 5

III. Authorization, Approval & Ratification of Resignations – continued

3. Cotten, Courtney Instructional Assistant – Special Education IIA
Linwood Howe
6 hours per day, school year
Personal
Funding Source: General Fund – Special Ed
Effective May 27, 2013
Range 16 – \$16.37 per hour

4. Avila, Gilbert Substitute Food Service Assistant
Food Services
Personal
Funding Source: Food Service
Effective May 20, 2013
Hourly, as needed – \$11.45 per hour

IV. Authorization, Approval & Ratification of Rescission to Item Previously Approved on Board Report #14; 05/14/13

1. Bailey, Cynthia Rescind – Not working assignment
Driver
Maintenance, Operations & Transportation
Summer School
Not to exceed 4.5 hours per day
Funding Source: General Fund – Special Ed
Effective June 25, 2013 through
August 15, 2013
Range 21 – \$20.55 per hour
Total Cost: \$3,421.58

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 15

Moved by:

Seconded by:

Vote:

9.6 Enrollment Report

The attached reports display enrollment information for month seven of the 2012-2013 school year. The reports are presented in two formats: a monthly detail and a summary comparison.

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

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

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Enrollment Report for month seven of the 2012-2013 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Enrollment for the 7th School Month (2/04/13 - 3/01/13)
2012 - 2013

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	131	82	88	96	69	0	466
Transitional K	0	21	0	0	21	0	42
1	132	68	94	89	91	0	474
2	135	94	95	91	68	0	483
3	129	94	97	112	95	0	527
4	126	86	92	89	87	0	480
5	116	87	88	81	80	0	452
Spec Class	0	23	0	0	41	0	64
Elementary Total	769	555	554	558	552	0	2988

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	464			0	464
7	481			0	481
8	490			0	490
9		507	0	1	508
10		569	3	1	573
11		476	29	10	515
12		517	38	14	569
Spec Class	26	42	0	0	68
Secondary Total	1461	2111	70	26	3668

Total K-12 Enrollment	6656
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PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
51	24	32	8	88	95	298

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	Adults with Disabilities	High School Subjects	Total
93	404	16	17	290	820

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 290 students enrolled in high school subjects, 66 concurrently attend high school

Culver City Unified School District
Enrollment Comparison
11-12 vs 12-13

ELEMENTARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13
El Marino	752	766	759	771	761	768	756	772	741	754
El Rincon	535	557	536	557	533	555	529	555	528	551
Farragut	552	562	550	557	553	557	552	558	547	553
La Ballona	526	553	532	557	530	556	532	555	523	547
Linwood Howe	539	541	540	548	539	552	537	549	534	546
Ind. Study	0	0	0	0	0	0	0	0	0	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	2904	2979	2917	2990	2916	2988	2906	2989	2873	2951

SECONDARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13
Middle School	1527	1473	1529	1466	1526	1462	1520	1460	1510	1449
High School	2262	2111	2249	2151	2232	2106	2225	2149	2215	2127
Culver Park	54	55	65	56	69	56	73	60	73	64
Ind. Study	2	22	3	23	17	66	17	23	19	24
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3845	3661	3846	3696	3844	3690	3835	3692	3817	3664

K-12 Total	6749	6640	6763	6686	6760	6678	6741	6681	6690	6615
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Culver City Unified School District
Enrollment Comparison
11-12 vs 12-13

ELEMENTARY	6th		7th		8th		9th		10th		11th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13
El Marino	770	775	762	769	757		760		761		761	
El Rincon	531	556	530	555	526		528		522		506	
Farragut	552	550	551	554	549		550		550		544	
La Ballona	527	554	527	558	527		527		527		522	
Linwood Howe	534	552	531	552	531		534		531		531	
Ind. Study	0	0	0	0	0	0	0	0	0	0		
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	2914	2987	2901	2988	2890	0	2899	0	2891	0	2864	0

SECONDARY	6th		7th		8th		9th		10th		11th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13	11-12	12-13
Middle School	1511	1459	1504	1461	1497		1505		1502		1476	
High School	2214	2121	2202	2111	2194		2191		2190		2172	
Culver Park	70	65	69	70	71		70		67		61	
Ind. Study	20	24	25	26	25		29		32		27	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3815	3669	3800	3668	3787	0	3795	0	3791	0	3736	0

K-12 Total	6729	6656	6701	6656	6677	0	6694	0	6682	0	6600	0
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BOARD REPORT

5/28/13

10.1

10.1 American Citizenship Awards

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

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

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

5/28/13
10.2

BOARD REPORT

10.2 Recognition of the Toby Rubenstein 4th Annual Chess Tournament Winners

A presentation will be made to recognize the top three Culver City Middle School chess tournament winners of the Toby Rubenstein Chess Tournament.

BOARD REPORT

**5/28/13
10.3**

10.3 Spotlight on Education – Office of Child Development

Audrey Stephens, Program Director of the CCUSD Office of Child Development, will spotlight the Student Assessment Process for Preschool Programs.

BOARD REPORT

5/28/13

12.1

12.1 **Opening of New School: Culver City Innovative Study, and Application for County District School Code**

The Culver City Unified School District requests Board approval to open a new school, named Culver City Innovative Study (CCIS); and approval to file an application with the California Department of Education (CDE) requesting CCIS be approved as an Alternative School of Choice under EC § 58500-58512.

CCIS is designed to serve students in kindergarten through 12th grade, using a blended educational model that will combine site-based learning and independent study through technology.

The creation of CCIS will provide our students the option to experience success in a non-traditional model that serves the unique needs of our community.

CULVER CITY UNIFIED SCHOOL DISTRICT

4034 Irving Place, Culver City, CA 90232
Phone: (310) 842-4220, Ext. 4250 Fax: (310) 842-4274



David LaRose, Superintendent
Kevin Kronfeld, Coordinator of State and Federal Programs

Alternative Schools of Choice Summary

State law (California *Education Code* [EC] sections 58500 through 58512) provides that school districts may establish and maintain alternative schools and programs of choice. These EC sections provide a definition of alternative schools of choice, declare the purposes of alternative schools of choice, and stipulate the requirements that alternative schools of choice must meet. Among these requirements are:

- Both the teachers and the students must be volunteers.
- Alternative schools of choice must be maintained and funded at the same level of support as other educational programs.
- Alternative schools and programs of choice must meet the same standards for curriculum, instruction, and student performance as traditional schools.
- The school district must annually evaluate such schools and programs.

The premise behind alternative schools of choice is that "one size doesn't fit all." In other words, not all students will thrive or reach their full potential in the traditional comprehensive school. *Alternative schools and programs of choice* can offer a different structure, learning philosophy, or academic emphasis to accommodate different student needs, interests, and learning styles. The effective use of such instructional strategies as independent study, community-based education, focused or thematic education, and flexible scheduling increases attendance and improves performance while fostering student engagement.

A goal of alternative schools and programs of choice is that they be "operated in a manner to maximize the opportunity for improvement of the general school curriculum by innovative methods and ideas." (EC Section 58507).

Goals for Alternative Schools and Programs of Choice

The goals of alternative schools and programs of choice, as outlined in EC Section 58500, are the following:

- Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- Recognize that the best learning takes place when the student learns because of his or her desire to learn.
- Maintain a learning situation that encourages student motivation, time-management, and the ability to follow their own interests.
- Maximize the opportunity for teachers, parents, and students to cooperatively develop the learning process and its subject matter. This opportunity must be a continuous, permanent process.
- Maximize the opportunity for students, teachers, and parents to continuously react to the changing world, including, but not limited to, the community in which the school is located.

Funding

General Fund apportionment based on average daily attendance.

Steps Involved

The attached document titled "Culver City Innovative Study (CCIS)" lists and addresses all of the state requirements to open an Alternative School of Choice. With the Board of Education approval, the state should approve the opening of the school. If there are any deficiencies, the state will notify CCUSD and provide our district with means of corrections to enable the opening of the school. Our goal is to have Culver City Innovative Study open by the start of the 2013-2014 school year.

CULVER CITY UNIFIED SCHOOL DISTRICT

4034 Irving Place, Culver City, CA 90232
Phone: (310) 842-4220, Ext. 4250 Fax: (310) 842-4274



CULVER CITY
UNIFIED SCHOOL DISTRICT

David LaRose, Superintendent

[Date]

To Whom It May Concern:

The Culver City Unified School District is applying to open a new school to serve students in kindergarten through 12th grade using a blended educational model that will combine site-based learning and Independent Study through technology. The district is filing the application with the California Department of Education (CDE), requesting CCIS be approved as an Alternative School of Choice under EC § 58500-58512.

As part of the application, I am including this letter of assurance that Culver City Innovative Study will implement a curriculum that fully meets state requirements as specified in the California Education Code, relating to required courses of study. Furthermore, CCIS will administer California statewide assessment tests to its students at the required grade levels.

Thank you for your assistance and review of our application.

David LaRose, Superintendent

Application for County-District-School (CDS) Code

Please type or print all information requested below. Attach copies of the district's governing board minutes describing the approval to form and establish this school (e.g. **budget approval, acquisition/designation of a facility, staffing, contract awarded for construction of a facility, school type, date of opening for Charter School should include Request for Charter School Number form**). Incomplete or insufficient information may delay processing your application. A CDS code may be requested nine months prior to the school's opening date. If you have any questions, please contact the CDS Administrator at 916-327-4014, by fax 916-327-0195, or by e-mail at CDSAdmin@cde.ca.gov.

School information

1. County: Los Angeles		CDE use only
2. District: Culver City Unified School District		CDE use only
3. School: Culver City Innovative Study		CDE use only
4. Phone: (310) 842-4200 Ext. 3600	5. Fax: (310) 842-4350	
6. Web Site: www.ccusd.org	7. E-Mail Address: veronicamontes@ccusd.org	
8. Street Address (schools physical address) 4601 Elenda Street, CP Annex Culver City, California 90230	9. Mailing address (if different from street address)	
10. School Type: Alternative Schools of Choice	11. Education Code Authority (See reverse) EC § 58500-58512	
12. Opening Date: August 1, 2013	13. Estimated Enrollment: 50	
14. Grade Span: K-12	15. Year Round No	
16. Charter School Number	17. Funding Option:	
18. District of Residence if different from above.	19. <input type="checkbox"/> Start-up <input type="checkbox"/> Conversion	
20. Site Type <input type="checkbox"/> Site-based Instruction <input type="checkbox"/> Independent Study <input type="checkbox"/> Combination of Site-Based and Independent Study	CDE use only	

Principal Information

21 Ms.	22. First Name: Veronica	23. Middle Name:	24. Last Name: Montes	25.
26. Title: Principal		27. E-Mail Address: veronicamontes@ccusd.org		
28. Phone: (310) 842-4200 Ext 3600		29. Fax: (310) 842-4350		

District Superintendent's Certification

I hereby certify that the above information is true and correct.

Superintendent's Signature	Date:
Name: David LaRose	Title: Superintendent

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CULVER CITY
UNIFIED SCHOOL DISTRICT

David LaRose, Superintendent
Kevin Kronfeld, Coordinator of State and Federal Programs

Culver City Innovative Study (CCIS)

The Culver City Unified School District will be applying to open a new school, named Culver City Innovative Study (CCIS), to serve students in kindergarten through 12th grade, using a blended educational model that will combine site-based learning and independent study through technology. The District will be filing the application with the California Department of Education (CDE), requesting CCIS be approved as an Alternative Schools of Choice under EC § 58500-58512.

The creation of CCIS is being pursued so that our students may be given the option to experience success in a non-traditional model that may serve the unique needs of our community. To ensure CDE approval, CCUSD will file an Application For County-District-School (CDS) Code (see attached application), and we will need to provide the following evidence:

Evidence that the School is a School

1. The governing board has taken action to establish the school. Minutes of the governing board meeting will need to indicate board action, and the district must provide the materials submitted to the board for consideration of the proposal to establish a new school.
2. The governing board has named the school or established a process by which the school will be named.

The official name of the school will be Culver City Innovative Study.

3. The school has an appropriately credentialed administrator (usually a principal) who is responsible for all aspects of school administration (e.g., hiring staff, fiscal responsibility) and who is treated the same as other principals in the district (e.g., reports to the same district superintendent as other principals, attends meetings of principals, etc.).

Ms. Veronica Montes, Principal of the Culver City Adult School and Culver Park, will be the principal of CCIS and report directly to the CCUSD superintendent.

4. The school has an approved budget as a separate school, and the budget structure is consistent with the budget structure of other schools operated by the district.
Note: The budget of a comprehensive school must also be provided for comparison (EC Section 58507).

CCIS will be given a location code and funded in a similar structure to Culver Park High School (See attached budget).

5. The school has appropriately credentialed teachers and clerical support staff.

CCIS will use California credentialed multiple subject and single subject teachers (based on students grade level and needs) that will be highly qualified under the Elementary and Secondary Education Act. Clerical staff currently employed by the district under Culver Park High School will be utilized to assist CCIS as needed.

6. A facility, consisting of one or more buildings, or an identified set of rooms, has been acquired, with a street address.

CCIS will share the site with Culver Park High School, and the administrative building will be utilized as needed.

7. The school facility is "Field Act safe" or necessary exceptions have been obtained. (*EC* sections 17365–17374)

The site that will be utilized is already "Field Act Safe" and is currently being utilized by Culver Park High School. No further action is required.

8. Students are enrolled in the school, unless the school is in the last stages of formation (e.g., when a school facility is under construction and students will be enrolled as soon as it is completed and the school opens).

CCIS will enroll students in grades K-12 as of the start of the 2013-2014 school year. The projected enrollment will be low for the first year with expectations of fewer than 3 students per grade level.

9. School records are kept separately from those of other schools.

CCIS will share physical office space with Culver Park High School at the site, but the school's administrative and student records—personnel, budget, and student cumulative record files—will be maintained in separate file cabinets or separate file drawers.

10. The school implements a curriculum that fully meets state requirements as specified in the *EC* relating to required courses of study.

CCIS will only use California approved curriculum for every student. **A letter from the Superintendent is attached that certifies the school will not provide an alternative curriculum.**

11. The school administers California statewide assessment tests to its students at the required grade levels.

CCIS will only administer California statewide assessment tests to its students at the required grade levels. **A letter from the Superintendent is attached that certifies the school will not provide an alternative curriculum.** (The certifications for items 10 and 11 are included in one letter.)

Culver City Innovative Study Proposed Budget 2013-2014

Expenditures			
Quantity	Description	Cost	Extended
0.5	Certificated Teacher	\$75,000	\$37,500
15	Software licenses	\$2,500	\$37,500
0.1	Administrator	\$130,000	\$13,000
0.2	clerical	\$44,000	\$8,800
1	Materials and Supplies	\$10,000	\$10,000
	Subtotal		\$106,800
Revenue			
15	ADA	\$5,345	\$80,175

The school will be housed at Culver Park High School.

12.2 State Budget Update and May Revise

The Governor releases the May Revise Budget Update each year in order to further clarify both the financial condition of the State as well as specific changes proposed for the coming year, with focus on items that have changed since the Governor's January Budget Update.

Mr. Mike Reynolds, Assistant Superintendent of Business Services, will provide information on the Governor's May Revise to the 2013-2014 State budget. He will also provide a brief update regarding the 13-14 budget process including anticipated adjustments and investments.

CULVER CITY USD

2013-14 BUDGET

RESOURCEFUL AND RESPONSIBLE

THE GOVERNOR'S MAY REVISE

PROPOSAL

- The Governor has dropped his proposal to shift Adult Education to the community colleges.
- The Governor thinks that the state revenues will drop by almost \$2 Billion in 2013-14, but some others don't agree
- The Governor is still proposing a shift in school district funding to his Local Control Funding Formula (LCFF) to start in 2013-14; so no official COLA has been proposed thus far; although it may turn out to be in the range of 1.565%.
- If the LCFF is adopted, the Governor is now proposing that all of the extra funds above the base grant will have to be spent on the low income and English language learners who generate the funding.
- The Governor is proposing that the state "backfill" the money lost due to federal sequestration; which would mean about \$200,000 more funding for our programs.
- The Governor has proposed a one-time allocation of \$170 per ADA to help "kick off" Common Core Standards in the current year.

CULVER CITY USD

2013-14 BUDGET

RESOURCEFUL AND RESPONSIBLE

THE GOVERNOR'S MAY REVISE

PROPOSAL (continued)

- The Governor is proposing that the bulk of the extra tax revenues collected this year that are over the initial estimate should be used to “buy down” deferrals in past state funding distributions rather than to pay for new investments in educational programs.
- If the LCFF is not implemented for the 2013-14 fiscal year, then it may be reasonable to assume that our ROP funding through LACOE would not be subject to being “swept” by LACOE.
- The Governor is proposing that a new requirement is imposed upon all school districts to adopt a “Local Control and Accountability Plan” that will be subject to audit by LACOE similar in the manner in which district budgets, interim reports, and salary settlements are reviewed and approved under AB1200.
- The Governor is still proposing that the Prop 39 “Energy Funds” be distributed to school districts on a \$/ADA basis; but hasn't cited a new amount per ADA as of yet.

CULVER CITY USD

2013-14 BUDGET

RESOURCEFUL AND RESPONSIBLE

Building Our Budget for 13-14

- Update:
 - CBAC Recommendations
 - Continued Budget Adjustments to Actuals
 - Revenue Adjustments
 - Planning for Investments:
 - Immediate Capital Needs
 - Added Staffing 13-14:
 - Music
 - Immersion
 - Nursing
 - TOSA/Ed Services
 - Blended Learning
- June 11th:
 - Budget Report/Update
 - Draft of Budget Review
 - Discussion of Key Differences from 12-13
- June 25th:
 - Public Hearing and Board Adoption

BOARD REPORT

5/28/13
12.3

12.3 Robert Frost Feasibility Update

Hodgetts and Fung, the District's architectural firm for Robert Frost Auditorium, will provide an update on the progress of the feasibility study and the identified needs of the facility.

BOARD REPORT

5/28/13

12.4

12.4 Election Consultant Introduction

Gafford Group, the District's election consulting firm, will provide a brief overview of the procedures involved in determining if we would want to place a general obligation bond on a future ballot.

BOARD REPORT

5/28/13

14.2a

14.2a Second Reading and Approval of New Board Policy/Administrative Regulation 6173, and Forms 6173E(a) and 6173E(b), Instruction – Education for Homeless Children

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

In 2001, the McKinney Vento Homeless Assistance Act was reauthorized as part of the No Child Left Behind Act. This Act is designed to ensure that homeless students have equal access to the same free, appropriate public education as other students.

The New Board Policy/Administrative Regulation 6173 is presented for a second reading and approval, to inform all stakeholders of the District's policies and practices.

RECOMMENDED MOTION: That the Board approve the Second Reading of New Board Policy/Administrative Regulation 6173, and Forms 6173E(a) and 6173E(b), Instruction – Education for Homeless Children.

Moved by:

Seconded by:

Vote:

EDUCATION FOR HOMELESS CHILDREN

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the District. The District shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

(cf. 5111.13 - Residency for Homeless Children)

Transportation

The District shall provide for a public bus pass for a homeless student to and from his/her school of origin when the student is residing within the District and the parent/guardian requests that such transportation be provided. If the student moves outside of District boundaries, but continues to attend his/her school of origin within this District, the Superintendent or designee shall consult with the homeless liaison of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the bus transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

1980-1986 County community schools

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

Instruction

BP 6173(b)

EDUCATION FOR HOMELESS CHILDREN (Continued)

Management Resources (continued):

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless>

Policy

CULVER CITY UNIFIED SCHOOL DISTRICT

Reviewed: May 14, 2013

Culver City, California

May 28, 2013

Policy

Adopted:

EDUCATION FOR HOMELESS CHILDREN

Definitions

“Homeless” means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailers, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement.

(cf. 6173.1 - Education for Foster Youth)

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings.
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above.

“School of origin” means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

“Best interest” means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)

“Unaccompanied youth” means a youth not in the physical custody of a parent or guardian. (42 USC 11434(a))

District Liaison

The Superintendent designates the following staff person as the District Liaison for Homeless Students: (42 USC 11432)

Director of Pupil Services/District Liaison for Homeless Students
Culver City Unified School District
4034 Irving Place
Culver City, California 90232
310-842-4220 x 4201

EDUCATION FOR HOMELESS CHILDREN (continued)

The District Liaison for Homeless Students shall ensure that: (42 USC 11432)

1. Homeless students are identified by school personnel and through coordinated activities with other entities and agencies, including, but not limited to, 211 Los Angeles Homeless Service Authority, Upward Bound House, and St. Joseph Center's Homeless Service Center.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 5141.6 - School Health Services)

2. Homeless students enroll in, and have a full and equal opportunity to succeed in, District schools.
3. Homeless families and students receive educational services for which they are eligible.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens.
6. Enrollment disputes are mediated in accordance with law, Board Policy, and Administrative Regulation.
7. Parents/guardians are fully informed of all transportation services.

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

Enrollment

Placement decisions for homeless students shall be based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (42 USC 11432)

When making a placement decision, the Superintendent or designee may consider space availability, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing,

EDUCATION FOR HOMELESS CHILDREN (continued)

school placement of siblings, and the time remaining in the school year.

The student may continue attending his/her school of origin for the duration of the homelessness and until the end of any academic year in which he/she moves into permanent housing. (42 USC 11432)

In the case of an unaccompanied youth, the District Liaison for Homeless Students shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school of residence or closest District school with space availability, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

Once a placement decision has been made, the Principal or attendance clerk shall immediately enroll the student in the assigned school, even if the parent/guardian is unable to provide the school with the records normally required for enrollment. (42 USC 11432)

(cf. 5111.13 - Residency for Homeless Children)
(cf. 5125 - Student Records)
(cf. 5141.31 - Immunizations)

The Principal, attendance clerk, or guidance technician shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the Principal or designee shall refer the parent/guardian to the School Nurse or the District Liaison for Homeless Students. The District Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 USC 11432)

Enrollment Dispute Resolution Process

If a dispute arises over school enrollment in a District school, the student, who is living within the CCUSD attendance area, shall be immediately enrolled, pending resolution of the dispute.

The parent/guardian who resides in the District shall be provided with a written explanation, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the District Liaison for Homeless Students. If enrollment is denied, the parent shall be provided a written explanation of the placement decision. (42 USC 11432)

The written explanation shall be complete, as brief as possible, simply stated and provided in

EDUCATION FOR HOMELESS CHILDREN (continued)

language that the parent/guardian or student can understand. The explanation may include contact information for the District Liaison for Homeless Students, a description of the District's decision, and notice of the right to appeal the decision to the Los Angeles County Office of Education and, if the dispute remains unresolved, to the California Department of Education.

The District Liaison for Homeless Students shall carry out the dispute resolution process as expeditiously as possible.
(42 USC 11432)

The District Liaison for Homeless Students shall provide the parent/guardian a copy of the District's decision, dispute form, and a copy of the outcome of the dispute.

If a parent/guardian disagrees with the District Liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian wishes to appeal the District's placement decision, the District Liaison for Homeless Students shall forward all written documentation and related paperwork to the homeless liaison at the Los Angeles County Office of Education.

Regulation
Reviewed: May 14, 2013
May 28, 2013

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

Regulation
Adopted:

EDUCATION FOR HOMELESS CHILDREN

DISTRICT EXPLANATION OF ENROLLMENT DECISION

Instructions: The following form is to be used when the District has denied a parent/guardian's enrollment request.

Date: _____ Name of person completing form: _____
Title: _____ Phone number: _____

In accordance with federal law (42 USC 11432), this notification is being provided to:
Name of parent/guardian: _____
Name of student(s): _____
Name of district and/or school requested: _____
District's placement decision (name of school): _____

After reviewing your request to enroll your child in the Culver City Unified School District, your enrollment request has been denied. This determination was based upon:

You have the right to appeal this decision to the Superintendent of the Culver City Unified School District. If you are not satisfied with the Superintendent's decision, you may appeal to the Los Angeles County Office of Education. If you are not satisfied with the county office's decision, you may then appeal to the California Department of Education. The District Liaison for Homeless Students can assist you with this appeal:

Director of Pupil Services/District Liaison for Homeless Students
Name: Andrew Sotelo, 4034 Irving Place, Culver City, California 90232
Phone number: 310-842-4220 x 4201

Los Angeles County Office of Education Liaison
Name: Melissa Schoonmaker, 9300 Imperial Highway, Los Angeles, CA 90242
Phone number: 562-922-6897

You also have the following rights:

- Pending resolution of this dispute, your child has the right to immediately enroll in your school district of residence, and to participate in school activities at that school.
- You may provide written or verbal documentation to support your position. You may use the district's dispute resolution form. A copy of the dispute resolution form can be obtained from the district's liaison for homeless students.
- You may seek the assistance of advocates or attorneys to help you with this appeal.

EDUCATION FOR HOMELESS CHILDREN

ENROLLMENT DISPUTE FORM

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared verbally with the District Liaison for Homeless Students.

Date submitted: _____
Name of person completing form: _____
Student's name: _____
Relation to student: _____

I may be contacted at the following:
Address: _____
Phone number: _____

Name of school/district requested: _____

I wish to appeal the enrollment decision made by:
_____ District Liaison for Homeless Students _____ Superintendent
_____ Los Angeles County Homeless Liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation verbally.

I have been provided with:
_____ A written explanation of the District's decision
_____ Contact information for the District Liaison for Homeless Students
_____ Contact information for the Los Angeles County Homeless Liaison

BOARD REPORT

5/28/13

14.2b

14.2b Second Reading and Approval of New Board Policy/Administrative Regulation 6173.1, Instruction – Education for Foster Youth

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

AB 490, the Educational Rights and Stability Act of 2003, created obligations for districts regarding the education of foster youth, including the right of foster youth to continue attending their school of origin and the requirement to ensure that foster youth have access to the same academic resources, services, and extra-curricular activities that are available to all students. The New Board Policy and Administrative Regulation 6173.1 explain placement decisions, the duties of the District Liaison for Foster Youth, the rights of foster youth, and provide guidance for school staff.

A revised Board Policy and Administrative Regulation on Instruction, Education for Foster Youth, are being presented for a second reading and approval.

RECOMMENDED MOTION: That the Board approve the Second Reading of New Board Policy/Administrative Regulation 6173.1, Instruction – Education for Foster Youth.

Moved by:

Seconded by:

Vote:

EDUCATION FOR FOSTER YOUTH

Definitions

“Foster youth” means a child who has been subject to one of the following:

1. Removal from his/her home pursuant to Welfare and Institutions Code 309 (investigation and release of a child);
2. A petition filed under Welfare and Institutions Code 300 (jurisdiction of juvenile court) or 602 (minor supportive court, violating law);
3. Removal from his/her home and subject of a petition filed under Welfare and Institutions Code 300 or 602. (Education Code 48853.5)

“Person holding the right to make educational decisions” means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

“School of origin” means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the District Liaison for Foster Youth shall determine, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and in the best interests of the foster youth, which school is the school of origin. (Education Code 48853.5)

“Best interests” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all District students. (Education Code 48850, 48853)

District Liaison

The Superintendent designates the following position as the District Liaison for Foster Youth:
(Education Code 48853.5)

Director of Pupil Services/District Liaison for Foster Youth
Culver City Unified School District
4034 Irving Place
Culver City, California 90232
310-842-4220 x 4201

(cf. 6173 - Education for Homeless Children)

EDUCATION FOR FOSTER YOUTH (continued)

The District Liaison for Foster Youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care. (Education Code 48853.5)
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another. (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a District school, the District Liaison for Foster Youth shall contact the school last attended by the student to obtain, within two business days, all academic and other records.

When a foster youth is transferring to a new school, the District Liaison for Foster Youth shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

(cf. 5117 - Interdistrict Attendance)

(cf. 5125 - Student Records)

(cf. 6146.3 - Reciprocity of Academic Credit)

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including, for a student with a disability, a manifestation determination prior to a change in the student's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)

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

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

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

5. Develop protocols and procedures for creating awareness for District staff, including administrators, school counselors, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.

(cf. 4131 - Staff Development)

EDUCATION FOR FOSTER YOUTH (continued)

(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall regularly monitor the caseload of the District Liaison for Foster Youth, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the District.

(cf. 4115 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)

Enrollment

A foster youth placed in a licensed children's institution or foster family home within the District shall attend programs operated by the District, unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency.

(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the District indicating that determination and that:
 - a. He/she is aware that the student has a right to attend a regular public school in the least restrictive environment.
 - b. The alternate educational program is a special education program, if applicable.
 - c. The decision to unilaterally remove the student from the District school and to place him/her in an alternate education program may not be financed by the District.
 - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

EDUCATION FOR FOSTER YOUTH (continued)

3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
 - a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.
 - c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
 - d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the District of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The District Liaison for Foster Youth may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the District Liaison for Foster Youth shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the District Liaison for Foster Youth shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the District Liaison for Foster Youth, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the Principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

EDUCATION FOR FOSTER YOUTH (continued)

4. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
5. Does not have clothing normally required by the school, such as school uniforms
(cf. 5132 - Dress and Grooming)
6. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute.
(Education Code 48853.5)

Transportation

The District shall not be responsible for providing for transportation to and from the school of origin.

Transfer of Coursework and Applicability of Graduation Requirements

When a foster youth transfers into a District school, the District shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the District may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the District finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

EDUCATION FOR FOSTER YOUTH (continued)

In no event shall the District prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Graduation Requirements

AB 167 requires a school district to exempt a pupil in foster care from all coursework and other requirements adopted by the Governing Board of the District that are in addition to the statewide coursework requirements if the pupil, while he or she is in grade 11 or 12, transfers to the District from another district or between high schools within the District, unless the District makes a finding that the pupil is reasonably able to complete the additional requirements in time to graduate high school while he or she remains eligible for foster care benefits pursuant to the law.

<u>State Required Courses</u>	<u>Credit Requirement</u>
English	30
Math	20
Science (Biological and Physical)	20
World History	10
U.S. History	10
Government	5
Economics	5
Visual/Performing Arts <u>or</u> Foreign Language	10
<u>Physical Education</u>	<u>20</u>
TOTAL:	130

Note: 10 credits earned is equivalent to a one-year course

In addition to completing the coursework above, a pupil must receive passing scores on both California High School Exit Exams (CAHSEE) - English and Math. Special Education students are eligible for the CAHSEE Waiver. (Education Code 51225.3, 60851)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the student, if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.3)

Grades/Credits

The District is required to issue grades and credits to foster youth in the case of a change of

EDUCATION FOR FOSTER YOUTH (continued)

placement.

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date he/she left school.
2. A verified court appearance or related court-ordered activity.

Issuing of Course Credits

(Credit designation is for 9th, 10th, 11th and 12th grades only.)

The District must award credit to foster youth for full or partial coursework satisfactorily completed. Students earn credit for attending, participating, and completing assignments as indicated below.

(90 Days = 1 Semester; therefore, every 15 days = 1 credit):

1 – 5 Days	Insufficient Attendance to Warrant Grade
6 – 15 Days	Marks in Progress/Leaving Grades (No Credits)
16 – 30 Days	1 Credit per Subject
31 – 45 Days	2 Credits per Subject
46 – 60 Days	3 Credits per Subject
61 – 75 Days	4 Credits per Subject
76 – 90 Days	5 Credits per Subject

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

Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Administrative

Regulation

Reviewed: May 14, 2013

May 28, 2013

Administrative Regulation Adopted:

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

EDUCATION FOR FOSTER YOUTH

The Governing Board recognizes that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program, and emotional, social, and other health needs. The District shall provide foster youth with full access to the District's educational program and other support services necessary to assist them in achieving state and District academic standards.

- (cf. 5131.6 - Alcohol and Other Drugs)
- (cf. 5147 - Dropout Prevention)
- (cf. 5149 - At-Risk Students)
- (cf. 6011- Academic Standards)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.2 - Guidance/Counseling Services)
- (cf. 6173 - Education for Homeless Children)
- (cf. 6179 - Supplemental Instruction)

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, the Superintendent shall designate a staff person as a District Liaison for Foster Youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and District Liaison for Foster Youth shall ensure that all appropriate staff, including, but not limited to, each administrator, school counselor, and attendance clerk, receive training regarding the enrollment, placement, and rights of foster youth.

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities. This can include support to enable the foster youth to participate in co-curricular activities, leadership positions, athletics, and clubs.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 5131 - Conduct)
- (cf. 5137 - Positive School Climate)

EDUCATION FOR FOSTER YOUTH (continued)

- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 6020 - Parent Involvement)

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies including, but not limited to, the county placing agency, social services, the foster youths' attorneys, probation officers, juvenile court officers, nonprofit organizations, and advocates.

(cf. 1020 - Youth Services)

Legal Reference:

EDUCATION CODE

- 32228-32228.5 Student safety and violence prevention
- 42920-42925 Foster children educational services
- 48645-48646 Juvenile court schools
- 48850-48859 Educational placement of students residing in licensed children's institutions
- 49061 Student records
- 49069.5 Foster care students, transfer of records
- 49076 Access to student records
- 51225.3 High school graduation
- 56055 Rights of foster parents in special education
- 60851 High school exit examination

HEALTH AND SAFETY CODE

- 1522.41 Training and certification of group home administrators
- 1529.2 Training of licensed foster parents

WELFARE AND INSTITUTIONS CODE

- 300 Children subject to jurisdiction
- 309 Investigation and release of child
- 361 Limitations on parental or guardian control
- 366.27 Educational decision by relative providing living arrangements
- 602 Minors violating law; ward of court
- 726 Limitations on parental or guardian control
- 727 Order of care, ward of court

16000-16014 Foster care placement

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

670-679b Federal assistance for foster care programs

EDUCATION FOR FOSTER YOUTH (continued)

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CSBA PUBLICATIONS

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

AMERICAN BAR ASSOCIATION PUBLICATIONS

Mythbusting: Breaking Down Confidentiality and Decision-Making Barriers to Meet the Education Needs of Children in Foster Care, 2005

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Our Children: Emancipating Foster Youth, A Community Action Guide

WEB SITES

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

California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy>

California Department of Social Services, Foster Youth Ombudsman Office:

<http://www.fosteryouthhelp.ca.gov>

California Youth Connection: <http://www.calyouthconn.org/site/cyc>

Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>

Policy

Reviewed: May 14, 2013

May 28, 2013

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

Policy

Adopted:

BOARD REPORT

**5/28/13
14.2c**

14.2c Second Reading and Approval of Revised Form 5131.2E, Students – Bullying-Cyber Bullying-Harassment Report Form

It is recommended practice that the Board of Education regularly review Board Policies/Administrative Regulations, and related forms, that are significant to the operation of the district.

The recommended revised Form 5131.2E brings this reporting form into compliance with AB 1156, and is in accordance with a recommendation the Office of Civil Rights made to another district. The revised form includes the essence of the definition of bullying in Education Code 48900(r), from which the school's jurisdiction for suspension and expulsion is derived.

A revised Form 5131.2E, Students – Bullying-Cyber Bullying-Harassment Report Form is being presented for a second reading and approval.

RECOMMENDED MOTION: That the Board approve the Second Reading of Revised Form 5131.2E, Students – Bullying-Cyber Bullying-Harassment Report Form.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Bullying – Cyber Bullying – Harassment
Report Form 5131.2E

Culver City Unified School District maintains a firm policy prohibiting all forms of bullying. Everyone is to be treated with respect and dignity. Bullying by anyone, including students, teachers, administrators or other adults will not be tolerated under any circumstances.

“Bullying” is defined as:

- **Any severe or pervasive physical or verbal act or conduct that constitutes sexual harassment, or hate violence, or creates an intimidating or hostile educational environment directed toward one or more pupils. Education Code 48900(r)**

Definition of bullying:

- ~~Is hurtful behavior that intends to cause harm or distress~~
- ~~Usually is repeated over time~~
- ~~Occurs in a relationship where there is an imbalance of power and strength~~

This form is sent to your school administrator, who will research your report and respond within two school days. The outcome of the investigation cannot always be shared. This report is confidential.

Your name: _____ (optional)

Please understand, without providing your contact information it may be difficult to investigate this report.

I am a: Student Parent/Guardian/Family Member Your school: _____

What happened and who was involved? _____

Date: _____ Time: _____ Location: _____

Who was harmed by this incident? _____

Who else saw this happen? _____

Have you told anyone else about this incident? yes no Who: _____ (optional)

How would you like to be contacted? _____

Ed Code – 35294, **48900(r)**
and 48900.3

Board Policy:

AR 5144.1 (e), **AR 5131.2(a)**

Please submit completed form by hard copy or e-mail to your school site Principal.

BOARD REPORT

**5/28/13
14.3a**

14.3a Approval of Agreement with Balfour Beatty

The Board of Education ("Board") approves and ratifies the final Site Lease, Sublease and Construction Services Agreement ("Agreements"), as amended, for the project, the negotiation of which the Board approved at the December 11, 2012 Board meeting. The Board has been presented with the DSA- approved Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth in this item. The Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease and Construction Services Agreement, execute and deliver documents and/or negotiate documents with Builder, execute pleadings, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of the Agreements, Amendment and this item, all subject to ratification of the Board, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Board.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District: 1) Approves and ratifies the final Site Lease, Sublease and Construction Services Agreement ("Agreements") , as amended; 2) Approves DSA Plans; 3) Approves Amendments; 4) Approves Delegation of Authority as presented.

Moved by:

Seconded by:

Vote:

**ATHLETIC FIELD PROJECT
CONSTRUCTION SERVICES AGREEMENT**

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BARNHART-BALFOUR BEATTY, INC. dba BALFOUR BEATTY CONSTRUCTION

Dated as of February 27th, 2013

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CULVER CITY SENIOR HIGH SCHOOL ATHLETIC FIELD PROJECT

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of February 27th, 2013, by and between the Culver City Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and Barnhart-Balfour Beatty, Inc. dba Balfour Beatty Construction, a California corporation operating under the laws of the State of California ("Contractor").

RECITALS

WHEREAS, the District entered into an agreement with Westberg & White Architects (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the new Athletics Field project at the Culver City Senior High School site (collectively, the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor a portion of the Culver City Senior High School site and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing school site; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at, or prior to, the expiration of the Lease and Sublease terms, title to the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein; and

WHEREAS, upon completion of the Construction Documents the Contractor will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Article 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions or any requests, except for such additional compensation provided for herein based upon errors or omissions contained within the plans and specifications or Construction Documents.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, District and Contractor agree as follows:

SECTION 1 CONTRACTOR'S DUTIES AND STATUS

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2, paragraphs B and E, below.

SECTION 2 DEFINITIONS

- A. **"Allowances"** means budgets established for specific scopes of the Work which cannot be clearly defined at the time that the GMP is established. Whenever costs are more than or less than the established allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.
- B. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- C. **"Construction" or "Construction Services"** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project pursuant to the Construction Documents."
- D. **"Construction Costs"** means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the project site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- E. **"Construction Documents"** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and specifications approved by District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof.
- F. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease, and the Sublease.

- G. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.
- H. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- I. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- J. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- K. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- L. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- M. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- N. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease

SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount of FORTY-SIX THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND NO CENTS (\$46,242.00) ("District Contingency"), which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor within the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance (defined in Section 4(A)(2) below) has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. The Preliminary GMP for the Project shall be FOUR MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (4,850,000.00). The Preliminary GMP is based upon plans and specifications existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the

Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the Preliminary GMP is attached hereto as Exhibit "B." The Final GMP (hereinafter "GMP") shall be established by mutual agreement between District and Contractor after receipt and evaluation of subcontractor bids and shall be confirmed by a duly-executed amendment to this Construction Services Agreement. Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below.

(1) Contractor Contingency. The Contractor Contingency is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items, and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If on final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be divided with 75% going to the District and 25% going to the Contractor.

(2) Errors and Omissions Allowance. Within the GMP shall be a line item amount to cover errors and omissions in the plans and specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the plans and specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and allocated to the District, except for any portion of Savings added to the Errors and Omissions Allowance, which Savings shall be allocated between the parties as provided in Section 6 below.

B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the

District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered savings, and as such there shall be no savings participation due to Contractor.

SECTION 5 NOTICE TO PROCEED

After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence, except that the District shall not be obligated to issue a Notice to Proceed if the District has not obtained a final judgment from a court of competent jurisdiction validating the Contract Documents.

SECTION 6 SAVINGS

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the construction documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings.
- B. If Contractor realizes a Savings on an aspect of the Project related to value engineering or proposed modifications to the plans and specifications after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Fifty Percent (75%) of any Savings shall be returned to the District and Fifty Percent (25%) of any Savings shall be returned to the Contractor. However, in the event any savings to the Project is realized due to the substitution of any subcontractor(s), such amounts shall not be considered Savings, and such amounts shall not be available for sharing under the terms of this Section 6.

SECTION 7 SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Contractor shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number. Contractor shall require bidding subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review but no Project subcontractor shall be afforded the protections of Public Contract Code section 4100 *et seq.* In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 11 below.

- (1) Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education

Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement.

The Contractor must require bidding subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. The Contractor is encouraged to retain documentation of its bidding subcontractors' good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; and e) Available DVBEs were considered.

SECTION 8 CONSTRUCTION SCOPE OF WORK

- A. **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to District a reasonably detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 10(C) herein, and Contractor shall be required to provide periodic schedule updates and updates regarding any identified delays and methods for correcting such delays.
- B. **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with District Representatives and other interested parties, which meetings shall occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- C. **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- D. **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that

the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District.

- E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- (1) Contractor shall advise District immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- F. **Submittals.** Contractor shall furnish for approval, within fourteen (14) days following the Project commencement date in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the Project. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.
- G. **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and reduction in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall ensure proper scheduling occurs as necessary to prevent disruption to classes and District programs. Should such disruption occur, District shall have the right to temporarily stop work as necessary, which stoppage of work shall not be considered a construction delay and shall not result in any additional construction time allotment or increase in Project costs, provided that such stoppage does not exceed ten (10) calendar days.
- H. **District Permit and Other Obligations.** It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or

permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA.

- I. **Contractor Permit Obligations.** District shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. District shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- J. **Protection.** The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- K. **Nuisance Abatement.** The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- L. **Site Mitigation and Remediation.** The District shall perform any required Site mitigation or remediation at its sole cost, unless such Site mitigation or remediation is necessitated by any of the conditions described in Section 31 hereof, in which event the provisions of that section shall govern. The District shall be responsible for any asbestos and lead abatement and/or remediation work.
- M. **Utilities.** The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities.
- N. **Sanitary Facilities.** The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- O. **Layout and Field Engineering.** All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- P. **Cutting and Patching.** Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.
- Q. **Close Out Submittals.** The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications at the completion of the Project.

SECTION 9 EXTRA WORK/MODIFICATIONS

- A. In addition to those errors and omissions of the drawings and specifications, if any, which are to be addressed by the Errors and Omissions Allowance, or unforeseen conditions, the District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP, or otherwise deducted from the GMP, as applicable.
- B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:
1. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
 2. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
 3. By the cost of material and labor and a percentage for the Contractor's construction management fee. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

	EXTRA/ (CREDIT)
(a) Material (attach itemized quantity and unit cost plus sales tax and profit/overhead not to exceed ten percent (10%))	_____
(b) Subcontractor's labor and profit/overhead (profit/overhead not to exceed five percent (5%)) (attach itemized hours and base rates from identified prevailing wage rate schedules)	_____
(c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost	_____
(d) Subtotal	_____
(e) Contractor's profit/overhead not to exceed four percent (4%) of Item (d), if applicable	_____
(f) Subtotal	_____
(g) Bond Premium, not to exceed one percent (1%) of Item (f)	_____
(h) Total	_____

- C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark up for deleted items at the time of the request for the Extra Work/Modification.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items (B)(3)a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- E. All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- F. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the sole established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, or employees.
- G. The term "profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.

SECTION 10 TIME OF COMPLETION

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE FULLY COMPLETED TWO HUNDRED (200) CALENDAR DAYS FROM THE NOTICE TO PROCEED , AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT PRIOR TO THE CONTRACTUAL DURATION. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF ONE THOUSAND DOLLARS (\$500.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE

BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

_____ Contractor's Initials

_____ District's Initials

- A. Intentionally Deleted.
- B. The term "Fully Completed and Accepted," as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- C. Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a reasonably detailed CPM (Critical Path) Schedule, setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the master schedule to the District for acceptance and update the master schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project and delivery of products requiring long lead time procurement. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. The Contractor shall be responsible for providing the District with a Schedule of Values within ten (10) working days of the Project commencement date in the District's Notice to Proceed, which will be updated as needed. It is specifically understood that District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by District's Inspector pursuant to the Time Schedule and the Schedule of Values.
- D. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the project discovers any existing main or trunkline utility facilities not identified by the public agency (the District) in the contract plans or specifications, Contractor shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof.
- E. Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to: acts of God, or of public enemy,

acts of Government, acts of District or anyone employed by it or acts of another contractor in performance of a contract (other than the Contract Documents) with District, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes, provided that Contractor has taken reasonable precautions to prevent further delays owing to such causes. A ten (10) year average of the normal seasonal rainfall for the Culver City, California area, as determined by the National Weather Service, and any resulting "dry-out" time shall not be considered reason for a time extension.

(1) Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days will be allotted for in Contractor's schedule for weather period which is defined as the months, in aggregate of October, November, December, January, February and March. The weather days shall be shown on the schedule and if not used will become float for the Project's use. Contractor will not be allowed a day-for-day weather delay when the work anticipates construction during a period that normally includes inclement weather. A day-for-day extension will only be allowed for those days in excess of the norm. Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the work under construction from the effects of inclement weather.

(2) If the weather is unusually severe in excess of the NOAA data norm and prevents Contractor from beginning work at the usual daily starting time, or prevents Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, Architect will designate such time as unavoidable delay and grant one (1) calendar-day extension.

- F. Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- G. Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- H. Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials, except District-furnished materials, unless Contractor furnishes to Architect documented proof that Contractor has made every effort to obtain such materials from every known source within reasonable reach of the Project. Contractor shall also submit proof, in the form of network analysis data that the inability to obtain such materials when originally planned did, in fact, cause

a delay in final completion of the Project which could not be compensated for by revising the sequence of operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Architect that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time this Construction Services Agreement was entered into.

- I. Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays.
- J. District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any subcontractors or materialmen of any tier, or their officers, employees or agents.

SECTION 11 TERMINATION OF AGREEMENT

- A. Termination for Breach.
 - (1) If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10)

days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

- (2) In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
- (3) In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section 11.

B. Termination for Convenience.

- (1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
- (2) The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
- (3) After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice of Termination.
 - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 - f. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor,

materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

- (4) Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- (5) In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:
 - a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 - b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.

C. Termination of Agreement by Contractor.

- (1) The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any sums due it following the receipt by District of a written request from the Contractor (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

D. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion.

SECTION 12 PERSONNEL ASSIGNMENT

- A. Contractor shall employ a competent, English speaking Project Manager and necessary assistants who shall be in attendance at the Project Site during the performance of the work. Before commencing the work, Contractor shall designate in writing the name, qualifications, experience and references from owners and architects on previous projects for Contractor's proposed Project Manager who, on approval of District, shall have full authority to represent and act for Contractor. All directions given to the Project Manager shall be as binding as if given to Contractor. A facsimile of the signatures of the authorized representatives of Contractor shall be submitted to Architect and District. Contractor's authorized representatives, or designated substitutes, acceptable to District, shall be present at the Site at all times that any work is in progress and at any time that any employee or subcontractor of Contractor is present at the Site and shall attend all job meetings. The Project Manager shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share management duties with another project or job. The Project Manager shall not be replaced except with written consent of District, unless the Project Manager proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. The Project Manager shall represent Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from Architect, Inspector, District or any other District representative. All Requests for Information shall be originated by the Project Manager and responses thereto shall be given to the Project Manager. No work shall begin on any day by any subcontractor or other person on the Project site until Contractor management personnel has arrived, or shall any work continue during the day after the Contractor management personnel has departed from the Project Site. The Project Manager shall have authority to bind Contractor through the Project Manager's acts.
- B. Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- C. Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- D. Contractor shall be responsible to District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its subcontractors.

SECTION 13 MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS.

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for four (4) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of Los Angeles, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of Los Angeles during the construction of the Project, the Contractor shall pay the District's travel costs to the location where

the records are maintained. Upon completion of the construction of the Project, Contractor shall provide District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will entitle the District to terminate this Construction Services Agreement, subject to the notice and right to cure periods specified within section 11(A)(1) of this Construction Services Agreement. Contractor, at all times, shall remain responsible for providing all such documentation, and shall ensure all subcontractors provide such information to ensure Contractor's complete copy of all books, records and accounts described above are, in fact, complete.

- B. At its own cost, the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. This right does not extend to books and records that do not, in any way, relate to or concern the accounting of monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Savings realized during the prosecution and progress of the Project were not allocated as provided for in Section 6 of this Construction Services Agreement, the District shall be entitled deduct such the amount of such Savings from the next Sublease Payment due or Sublease Prepayments, as applicable, under the provisions of the Sublease between District and Contractor. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 34 of this Construction Services Agreement.
- C. Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

SECTION 14 PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

A. Wage Rates, Travel and Subsistence.

(1) Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(2) Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial

Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

(3) Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

(4) Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

(5) Forfeiture and Payments.

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or subcontractor; and (2) whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

B. Records of Wages Paid.

(1) Payroll Records.

(a) Pursuant to §1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

(b) All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

(iii) a certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by

the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

(d) The Contractor or subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or the subcontractor(s) performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

(f) The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The Contractor or subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Section shall rest upon the Contractor.

(2) Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to the Contractor if:

(a) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

(b) The Contractor or any subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

- (c) The Contractor or subcontractor(s) submit incomplete or inadequate payroll records; or
- (d) The Contractor or subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (e) The Contractor or subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

SECTION 16 EMPLOYMENT OF APPRENTICES

- A. Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract Documents shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under these Contract Documents. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.
- B. Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code section 1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the work under the Contract Documents or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code section 1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project Site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code section 1777.5.
- C. Submission of Contract Information. Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman

hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

- D. Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her proposal or bid for the Contract Documents.
- E. Contractor Compliance. The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code section 1777.7.

SECTION 17 HOURS OF WORK

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- B. Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

SECTION 18 PAYROLL RECORDS

- A. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 *et seq.*
- B. The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 *et seq.* All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors are directed to go to <https://app.mylcm.com> and follow the instructions to enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate

purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

- C. The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.
- D. Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- E. Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

SECTION 19 BONDING REQUIREMENTS

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) working days after the Project commencement date in the Notice to Proceed for the Project. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Los Angeles that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.
- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) working days after Project commencement date in the Notice to Proceed. The Faithful Performance Bond shall be for One

Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Los Angeles that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

- C. The bonds required by this section shall meet the following criteria:
- (1) Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
 - (2) Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) days after receiving notice from the District.
 - (3) Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
 - (4) Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.
- D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above in Section 19 (A)-(C). With the prior approval of the District, Contractor may implement a Contractor's Default Insurance (CDI) Program in lieu of providing Subcontractor Payment and Performance Bonds. Should the District allow the Contractor to implement such a CDI program, the costs shall not exceed 1.2% of the value of the subcontract agreements.

SECTION 20 SUBLEASE PAYMENTS AND RETENTION

Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. Subject to the provisions set forth in the Sublease Agreement, each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety-five percent (95%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial

payment. The parties agree that the District may, in its sole and absolute discretion, decrease any and all remaining retention amounts for Project scope of work to a fixed amount, after such work is completed, and still allow for Extra Work/Modifications as may be agreed upon by the parties pursuant Section 9 hereof for minor work added to the Project's additional scope of work. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless modified pursuant to Article 9 of this document.

- A. Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
- B. District may pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 20, which terms and conditions include the five percent (5%) described in Section 26 of the Sublease (the "retention"). The District shall retain and release such retention pursuant to Public Contract Code sections 7107, 7201 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with all written documentation required by the SAB's DVBE policy attached hereto as Exhibit "C."

SECTION 21 CORRECTION OF WORK: WARRANTY

Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Section 10 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such

defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

SECTION 22 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

SECTION 23 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor has been advised and is aware that District has adopted Board BP1330 which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor of Contractor violate Board BP1330, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- B. Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Contractor shall also prevent its employees or subcontractors' employees from bringing any animal onto the Project.
- C. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. All work shall be solely at Contractor's risk with the exception of damage to the work in excess of five (5) percent of the Contract amount caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).
- D. Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of

violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

- E. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- F. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- G. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- H. In the event Contractor is required to access District's computer system or network in the performance of the Contract, Contractor shall provide 48-hours advance notification to District. In the event such access infects District's computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, Contractor agrees to indemnify District and pay for any and all losses, damages and expenses incurred by District to remedy any such infection.
- I. Contractor shall (unless waived by District in writing):
 - (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
 - (2) Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
 - (3) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - (4) Deliver materials to building area over route designated by District.
 - (5) Take preventive measures to eliminate objectionable dust.
 - (6) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
 - (7) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.

- (8) Not allow personal radios used for entertainment on the work site.
- (9) Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- J. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its subcontractors.
- K. Should Contractor encounter any material defined as being hazardous by Section 25249.5 *et seq.* of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the site which has not been rendered harmless, Contractor shall immediately stop work in the affected area and notify District and the Architect of the condition in writing. Work in the affected area shall not be resumed except by written agreement of District and Contractor if the hazardous material has not been rendered harmless. The work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.
- L. Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- M. Contractor shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its subcontractors. All subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.

- N. Contractor and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
- O. Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
- P. Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.
- Q. Contractor and subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "J" and incorporated herein by this reference prior to commencing work on the Project.
- R. Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

SECTION 24 INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- A. **Inspection of Work/Inspector.** The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
 - (1) If the specifications, District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. If any work required to be inspected by the specifications, District's timely instruction or by a public authority should be covered up without the approval or consent of District, it must, if required by District, be uncovered for examination at Contractor's expense.
 - (2) Re examination of questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with

the Contract Documents, District shall pay the cost of re examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.

- B. **Inspector's Field Office.** Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- C. **Architect.**
- (1) **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- (2) **Architect's Decisions.** Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

SECTION 25 SUPERVISION

- A. Contractor shall maintain on site a competent Field Project Manager and necessary assistants during the work. The Field Project Manager shall represent Contractor and all directions given to the Field Project Manager shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 47 hereof and the address listed therein. Replacement of the Field Project Manager shall be subject to the provisions of Section 12 above.
- B. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be

placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.

SECTION 26 SEPARATE CONTRACTS

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

SECTION 27 USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 *et seq.*).

SECTION 28 CLEANING UP

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and at the completion of the Construction, Contractor shall remove from the Site of the Construction all such waste material and rubbish and all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, unless more exactly specified.

SECTION 29 SITE REPRESENTATIONS

District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise

specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

SECTION 30 TRENCH SHORING

A. **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

- (1) All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- (2) Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 31 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

A. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- (1) Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
- (3) Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

B. District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, may approve use of funds pursuant to the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work

shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.

- C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. The Provisions of Section 31 (A) - (C), above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

SECTION 32 INSURANCE.

A. Contractor's Insurance Requirements

- (1) The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.

a. Commercial General Liability

- i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- (a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

- (b) Commercial General Liability Insurance must include coverage for the following:

- (i) Bodily Injury and Property Damage

- (ii) Personal Injury/Advertising Injury

- (iii) Premises/Operations Liability

- (iv) Products/Completed Operations Liability

- (v) Aggregate Limits that Apply per Project

- (vi) Explosion, Collapse and Underground (UCX) exclusion deleted

- (vii) Contractual Liability with respect to this Contract

- (viii) Broad Form Property Damage

- (ix) Independent Contractors Coverage

- ii. All such policies shall name the District, the board (past and present) and each member of the board, its officers, employees, agents and

volunteers (excluding the Project Inspector, Architect and other design professionals) as Additional Insureds under the policy.

- iii. The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District. Subcontractor policies should require District approval. If such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.

(2) Automobile Liability

- a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies admitted to conduct business in the State of California by the Department of Insurance, acceptable to the District, in the amount specified below in this Construction Services Agreement.
- b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- c. The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the District. Subcontractor policies do not require District approval. If, however, such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.
- d. All such policies shall name the District, the board and each member of the board, its officers and employees as Additional Insureds under the policies.

(3) Workers' Compensation/Employer's Liability

- a. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below in this Construction Services Agreement for all of his employees engaged in work under this Construction Services Agreement, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

Statutory Workers' Compensation and Employer's Liability Coverage:
Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in

addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- i. The Voluntary Compensation Endorsement; and
 - ii. Broad Form All States Endorsement; and
 - iii. The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
 - iv. Waiver of Subrogation Endorsement.
- c. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.
 - d. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.
 - e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.

(4) Builder's Risk "All Risk" Insurance

- a. At all times during the performance of the work, the District shall maintain builder's risk insurance on an "all risk" completed value basis (including flood and earthquake) upon the entire project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Any deductibles shall be paid by the District
- b. Waivers of Subrogation: The District and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other for damages caused by fire or other perils to the extent covered by the property insurance or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

B. Minimum Policy Limits Required

The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	\$3,000,000 per occurrence/\$5,000,000 aggregate for

	bodily injury, personal injury and property damage (However, subcontracts may include a minimum insurance requirement for subcontractor of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage)
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	Completed value or replacement cost (Provided by District)
Umbrella Excess Liability	\$5,000,000 over primary insurance (However, subcontracts may include Umbrella Excess Liability Coverage appropriate to the scope and risk of a subcontractor's work, in Contractor's discretion)

C. Evidence Required

- (1) Prior to execution of the Construction Services Agreement the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. As noted below, the District or its authorized representative, may at its discretion, also request and obtain all required insurance policies presented through certificates of insurance for review and compliance.

D. Policy Provisions Required

- (1) All policies of the Contractor shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (2) All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

E. Qualifying Insurers

- (1) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
- (3) The Contractor shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof, and shall cover all claims in excess of subcontractor's policy limits with Contractor's policies.
- (4) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
 - b. With respect to correction of work and warranty matters described herein, Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.
 - c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
 - d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
 - e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
 - f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 33 HOLD HARMLESS

The District, its Board and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees and agents (excluding the Project Inspector, Architect or other design professionals) from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character,

including reasonable attorneys' fees and court costs (herein collectively referred to as "Claims") which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, consultants, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim to the extent it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence or willful misconduct of the District's agents or employees.

SECTION 34 RESOLUTION OF AGREEMENT CLAIMS

- A. For purposes of this section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract Code section 20104 *et seq.*, as may be amended from time to time, and which provisions are incorporated herein by reference.
- C. For claims not addressed in Section 34 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply
- (1) The dispute review process set forth in this Section 34 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
 - (2) If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
 - (3) The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
 - (4) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
 - (5) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
 - (6) Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an

attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.

- (7) Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- (8) If mediation is unsuccessful, the parties thereafter may, but are not required to, agree to submit the matter to the Administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

SECTION 35 SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

SECTION 36 TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

SECTION 37 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.
- C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and

specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

- D. **Documents on the Project Site.** Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- E. **Record "As Built" Drawings.** Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade contractor/subcontractor to do its own as-builts. The trade contractor/subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

SECTION 38 REQUEST FOR SUBSTITUTIONS

- A. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the Construction Documents.
- B. Pursuant to Public Contract Code section 3400(b) the District may make a finding designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes. These findings if made, as well as the products and their specific brand or trade names that must be used for the Project may be found in Exhibit "A" of this Construction Services Agreement, if applicable.
- C. Unless specifically designated in Exhibit "A" of this Construction Services Agreement, whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform

standards for certain materials, processes and articles. If any material, process or article offered for substitution by Contractor is not, in the opinion of the District and the Architect, substantially equal or better in every respect to that specified, Contractor shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the Contractor.

- D. Contractor shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later 35 days after the Project commencement date in the Notice to Proceed for the Project. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Construction Services Agreement. Furthermore, if a proposed "or equal" substitution request is rejected, Contractor shall be responsible for including the specified material, process or article for the Project. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.
- E. For purposes of subdivision (D) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the GMP. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- F. Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (D). Further, Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- G. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.
- H. Contractor agrees to include the provisions of this Section in all subcontractor bid documents.

SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall

comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 40 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
 - (1) California Fair Employment and Housing Act (Gov. Code 12900 *et seq.*, prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 - (2) Federal Civil Rights Act of 1964 (42 USC '2000e *et seq.*, prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 *et seq.*, prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
 - (3) The Age Discrimination in Employment Act (29 USC 621 *et seq.*, prohibiting age discrimination in employment against individuals who are at least forty years of age);
 - (4) California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
 - (5) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 41 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

SECTION 43 EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

SECTION 44 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making,

accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

SECTION 45 NO ASBESTOS CERTIFICATION

No Asbestos Certification

- (1) Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", and further, is aware of the following:

Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

- iv. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - v. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - vi. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - vii. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (2) If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- (3) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 46 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 *et seq.*). Installations of equipment and other devices shall be in compliance with ADA regulations.

SECTION 47 AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

SECTION 48 NOTICES

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor: Barnhart-Balfour Beatty, Inc. dba Balfour Beatty Construction
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Brian Cahill, President Southwest Division

If to District: Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: David LaRose, Superintendent of Schools
Attn: Michael Reynolds, Chief Business Official

- B. For the purpose of directions, representatives from Contractor shall be John Bernardy, Gil Fullen, Charles Brown; Bryan Osborne, Gary Nenadal, and District's Representative shall be, David LaRose, Superintendent of Schools and/or Michael Reynolds, Chief Business Official, unless otherwise specified in writing.

SECTION 49 THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 50 ASSIGNMENT

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

SECTION 51 HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 52 INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 53 APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 54 SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto. IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR: **BARNHART-BALFOUR BEATTY, INC. dba BALFOUR BEATTY CONSTRUCTION** DISTRICT **CULVER CITY UNIFIED SCHOOL DISTRICT**

BY: _____
President

BY: _____
Superintendent of Schools

DATE: _____

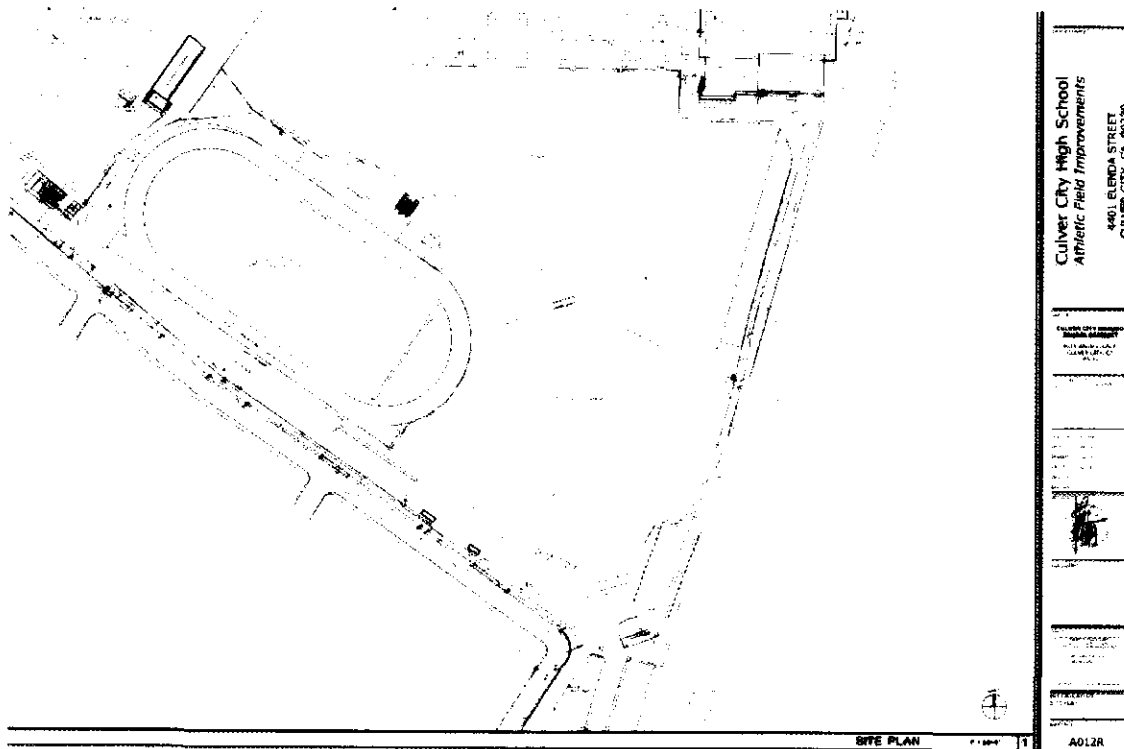
DATE: _____

EXHIBIT "A"

SCOPE OF WORK / PLANS AND SPECIFICATIONS / ADDENDUM "A"

PRELIMINARY PHASE 1 SCOPE OF ATHLETIC FIELDS MASTER PLAN:

CULVER CITY ATHLETIC FIELD IMPROVEMENTS, TO INCLUDE, SYNTHETIC FOOTBALL FIELD AND TRACK, UTILITY INFRASTRUCTURE FOR DESIGNATED AREAS, GRADING WORK, MISCELLANEOUS SOD FIELD REPAIRS, ASSOCIATED LANDSCAPE WORK, HOME SIDE CONCESSIONS, AND DESIGNATED ALTERNATES WILL BE ADDED BASED ON FINAL GMP UP TO DISTRICTS BUDGET. PRELIMINARY PHASE 1 SCOPE IS DESIGNATED BELOW PER REVISED WESTBERG + WHITE SITE PLAN (A012R). PROJECT IS LOCATED IN CULVER CITY, CA 90230; 4401 ELENDA STREET. FUTURE PHASE 2 WORK OUTSIDE OUTLINED AREA WILL BE UNDER SEPARATE CONTRACT OR ADDED VIA AMENDMENT TO THIS AGREEMENT.



BASED ON WESTBERG + WHITE REVISED SITE PLAN (A012R) DATED: 02/01/13

EXHIBIT B
Preliminary GMP*

Culver City MS - Athletic Field Improvements	Preliminary GMP*
Estimated Subcontractor Costs	\$3,923,221
Balfour Beatty General Conditions	\$235,603
Post Construction/Closeout	\$3,000
Owner Contingency 1%	\$46,242
Contractors Contingency 5%	\$231,212
Errors & Omissions Allowance 4%	\$184,969
General Liability/ WC Ins. @ 1.04%	\$50,440
COC Insurance (N/A by district)	n/a
Builders Fee @ 2.75%	\$126,813
Bonds @ 1%	\$48,500

*Note: Final GMP will be based on actual subcontract bids and will be finalized with the district.

EXHIBIT "C"

**STATEMENT OF ANTICIPATED DISABLED
VETERAN BUSINESS ENTERPRISE PARTICIPATION**

Date: _____

CULVER CITY UNIFIED SCHOOL DISTRICT

Project: _____

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE) participation on this project to the maximum degree possible and will, following execution of an agreement, make a Good Faith Effort to invite and encourage DVBE participation.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

i) OR

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE-supplied services/materials amounting to \$_____ or _____% on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/individuals we anticipate using.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

Company: _____

Name: _____

Title: _____

Signature: _____

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess the Contractor's success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual DVBE participation at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

EXHIBIT "D"
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Culver City Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ Project (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Culver City Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 *et seq.*

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and *under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.*

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____,
20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

EXHIBIT D -2-

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Telephone: _____

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____,
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "E"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Culver City Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ Project (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Culver City Unified School District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as

hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20 ____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

EXHIBIT D -2-

PDS291312.1

005126.00014_1

1000308.1

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the Culver City Unified School District ("District") and _____ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Culver City Unified School District ("District") as determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract") because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The Culver City Unified School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor". Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The Culver City Unified School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____

School District Official: _____

Date _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his employees.

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

Contractor _____

Title _____

Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

THIS DRUG-FREE WORKPLACE CERTIFICATION FORM IS REQUIRED FROM ALL SUCCESSFUL BIDDERS PURSUANT TO THE REQUIREMENTS MANDATED BY GOVERNMENT CODE SECTION 8350 ET SEQ., THE DRUG-FREE WORKPLACE ACT OF 1990. THE DRUG-FREE WORKPLACE ACT OF 1990 REQUIRES THAT EVERY PERSON OR ORGANIZATION AWARDED A CONTRACT OR GRANT FOR THE PROCUREMENT OF ANY PROPERTY OR SERVICE FROM ANY STATE AGENCY MUST CERTIFY THAT IT WILL PROVIDE A DRUG-FREE WORKPLACE BY DOING CERTAIN SPECIFIED ACTS. IN ADDITION, THE ACT PROVIDES THAT EACH CONTRACT OR GRANT AWARDED BY A STATE AGENCY MAY BE SUBJECT TO SUSPENSION OF PAYMENTS OR TERMINATION OF THE CONTRACT OR GRANT, AND THE CONTRACTOR OR GRANTEE MAY BE SUBJECT TO DEBARMENT FROM FUTURE CONTRACTING, IF THE CONTRACTING AGENCY DETERMINES THAT SPECIFIED ACTS HAVE OCCURRED.

In accordance with Board Policy and Administrative Regulation, the Culver City Unified School District is a **DRUG-AND-ALCOHOLIC-BEVERAGES-FREE DISTRICT**. Intoxicating beverages and narcotics will not be allowed on District Property. Also, it is established Board Policy that the Culver City Unified School District is a **TOBACCO-FREE DISTRICT**. Tobacco product usage is prohibited anywhere on District property.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant is given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above as well as the prohibition of tobacco product usage on District property and will publish a statement notifying employees concerning (a) the prohibition of tobacco products, intoxicating beverages and controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, (b) violated this certification by failing to carry out the requirements of Section 8355, or (c) failed to enforce the District's prohibition of tobacco product usage on District property, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

SIGNATURE: _____

CONTRACTOR: _____

END OF DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT "I"

ASBESTOS FREE MATERIALS CERTIFICATION

Per the General Conditions, certification for Culver City Senior High School. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the

Modernization which we have installed in the

CULVER CITY HIGH SCHOOL

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date: _____
Name of Contractor: _____
By: _____
Title: _____

EXHIBIT "J"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Culver City Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 *et seq.*, the Culver City Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 *et seq.* with respect to all finger printing requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Authorized Signature

Print Name

Company

ATHLETIC FIELD PROJECT

SITE LEASE

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BARNHART-BALFOUR BEATTY, INC. dba BALFOUR BEATTY CONSTRUCTION

Dated as of February 27th, 2013

ATHLETIC FIELD PROJECT

SITE LEASE

This SITE LEASE is dated as of February 27th, 2013 and is by and between the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and Barnhart-Balfour Beatty, Inc. dba Balfour Beatty Construction, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Culver City Senior High School site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at Culver City Senior High School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.

- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Culver City Senior High School site by and between the District and the Lessee dated of even date herewith.
- B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
- C. **"District"** means the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California.
- D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- E. **"Lessee"** shall mean Balfour Beatty Contractors, and its successors and assigns.
- F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.

- G. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. **"Sublease"** means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Culver City, County of Los Angeles, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. **TERM.**

The term of this Site Lease shall become effective upon the authorized execution of this Site Lease and after the District's receipt of a final judgment from a court of competent jurisdiction validating the Contract Documents pursuant to Section 5 of the Construction Services Agreement, unless in District's sole discretion it issues a Notice to Proceed prior to receipt of a final judgment, in which case this Site Lease shall become effective upon issuance of a Notice to Proceed. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

SECTION 4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.**

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

- D. The Site is properly zoned for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
- (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
 - (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and

- (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
 - (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollar [$\$1.00 \times$ number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. **TAXES.**

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. **INDEMNIFICATION.**

The District covenants and agrees to indemnify, defend and hold the Lessee harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by the Lessee as a result of any condition described in Section 4, paragraph G hereof, unless the condition is caused or created by Lessee, whether or not known to the District on the date of execution of this Site Lease, or unless such cost is contemplated to be paid by the Lessee pursuant to the provisions of the Construction Services Agreement. All other indemnification issues related to this Site Lease, the Site or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

SECTION 18. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: Barnhart-Balfour Beatty, Inc. dba Balfour Beatty Construction
10620 Trenea St., Suite 300
San Diego, CA 92131
Attn: Brian Cahill, President Southwest Division

If to District: Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: David LaRose, Superintendent of Schools
Attn: Michael Reynolds, Chief Business Official

SECTION 20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court,

or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**CULVER CITY UNIFIED SCHOOL DISTRICT
"DISTRICT"**

**BARNHART BALFOUR BEATTY, INC dba
Balfour Beatty Construction
"LESSEE"**

BY: _____

BY: _____

DATE: _____

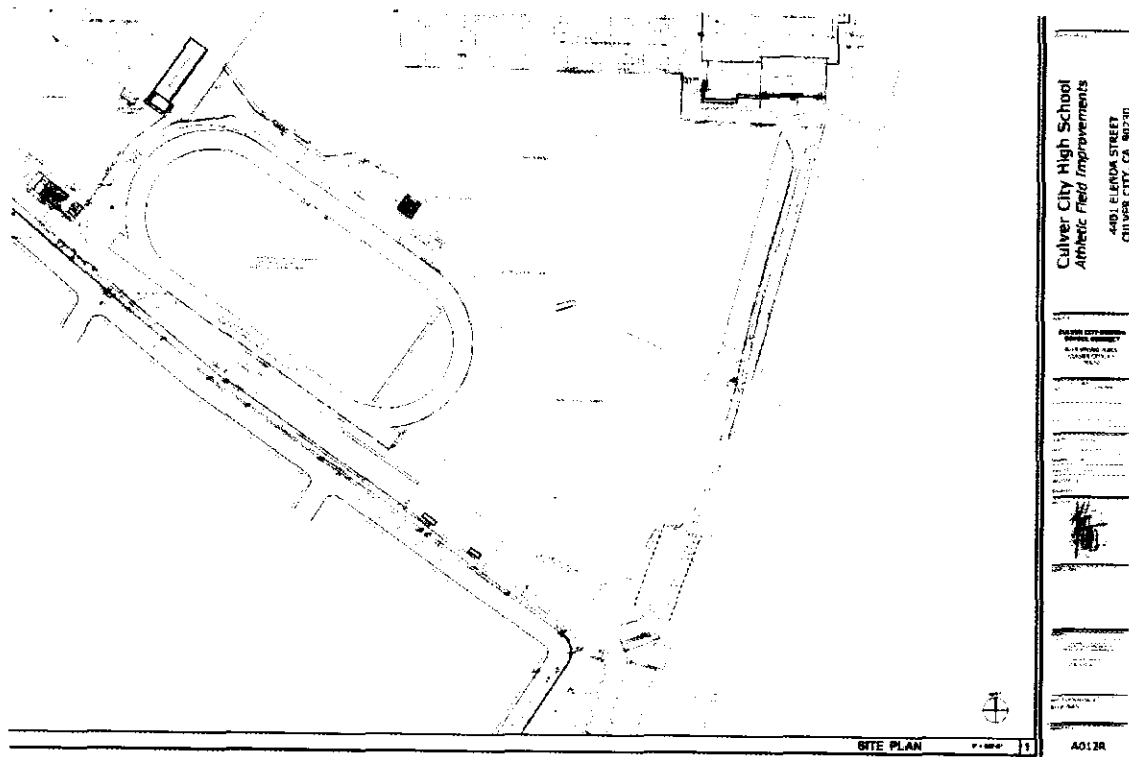
DATE: _____

EXHIBIT "A"

DESCRIPTION OF SITE

PRELIMINARY PHASE 1 SCOPE OF ATHLETIC FIELDS MASTER PLAN:

CULVER CITY ATHLETIC FIELD IMPROVEMENTS, TO INCLUDE, SYNTHETIC FOOTBALL FIELD AND TRACK, UTILITY INFRASTRUCTURE FOR DESIGNATED AREAS, GRADING WORK, MISCELLANEOUS SOD FIELD REPAIRS, ASSOCIATED LANDSCAPE WORK, HOME SIDE CONCESSIONS, AND DESIGNATED ALTERNATES WILL BE ADDED BASED ON FINAL GMP UP TO DISTRICTS BUDGET. PRELIMINARY PHASE 1 SCOPE IS DESIGNATED BELOW PER REVISED WESTBERG + WHITE SITE PLAN (A012R). PROJECT IS LOCATED IN CULVER CITY, CA 90230; 4401 ELENDA STREET. FUTURE PHASE 2 WORK OUTSIDE OUTLINED AREA WILL BE UNDER SEPARATE CONTRACT OR ADDED VIA AMENDMENT TO THIS AGREEMENT.



BASED ON WESTBERG + WHITE REVISED SITE PLAN (A012R) DATED: 02/01/13

EXHIBIT "B"

SUBLEASE

(UNDER SEPARATE COVER)

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

(UNDER SEPARATE COVER)

**ATHLETIC FIELD PROJECT
SUBLEASE AGREEMENT**

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BARNHART-BALFOUR BEATTY, INC. dba BALFOUR BEATTY CONSTRUCTION

Dated as of February 27th, 2013

ATHLETIC FIELD PROJECT
SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of February 27th, 2013 and is by and between the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), and Barnhart-Balfour Beatty, Inc. dba Balfour Beatty Construction, a California corporation and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on the Culver City Senior High School site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D, " has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

- SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.
- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.
 - B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the

financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project).

- C. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Culver City Senior High School site by and between the District and the Lessor of even date herewith.
- D. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- E. **"District"** means the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California.
- F. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- H. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- I. **"Lessor"** shall mean Balfour Beatty Contractors, and its successors and assigns.
- J. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2.

SUBLEASE.

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3.

TERM OF THE SUBLEASE.

The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease and after the District's receipt of a final judgment from a court of competent jurisdiction validating the Contract Documents, unless in District's sole discretion it issues a Notice to Proceed prior to receipt of a final judgment, in which case this Sublease shall become effective upon issuance of a Notice to Proceed. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT. The District represents and warrants to Lessor that:

- A. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;

- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represent and warrant to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. **CONSTRUCTION/ACQUISITION.**

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing

by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to obtain a final judgment from a court of competent jurisdiction validating the Contract Documents.

- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within twenty-five (25) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Sublease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8. FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9. SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not

exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10.

USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11.

LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12.

PROJECT ACCEPTANCE.

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13.

ALTERATIONS AND ATTACHMENTS. All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease and Sections 25 and 26 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 14. **INTENTIONALLY DELETED.**

SECTION 15. **UTILITIES.**

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. **INTENTIONALLY DELETED.**

SECTION 17. **INTENTIONALLY DELETED.**

SECTION 18. **INTENTIONALLY DELETED.**

SECTION 19. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. **INTENTIONALLY DELETED.**

SECTION 21. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23.

NON-WAIVER.

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24.

ASSIGNMENT.

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this

Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25.

OWNERSHIP.

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26.

SUBLEASE PREPAYMENTS/PURCHASE OPTION.

A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

- a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.
- b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons

unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

- (2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
- (3) The District shall retain an amount equal to five percent (5%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Section 20 of the Construction Provisions. Lessor shall have the right, as delineated in Section 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.

- B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

SECTION 27. **RELEASE OF LIENS.**

- A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: Barnhart-Balfour Beatty, Inc. dba Balfour Beatty Construction
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Brian Cahill, President Southwest Division

If to District: Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: David LaRose, Superintendent of Schools
Attn: Michael Reynolds, Chief Business Official

SECTION 32. **TITLES.**

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**CULVER CITY UNIFIED SCHOOL DISTRICT
"DISTRICT"**

**BARNHART BALFOUR BEATTY, INC. dba
BALFOUR BEATTY CONSTRUCTION
"LESSEE"**

BY: _____

BY: _____

DATE: _____

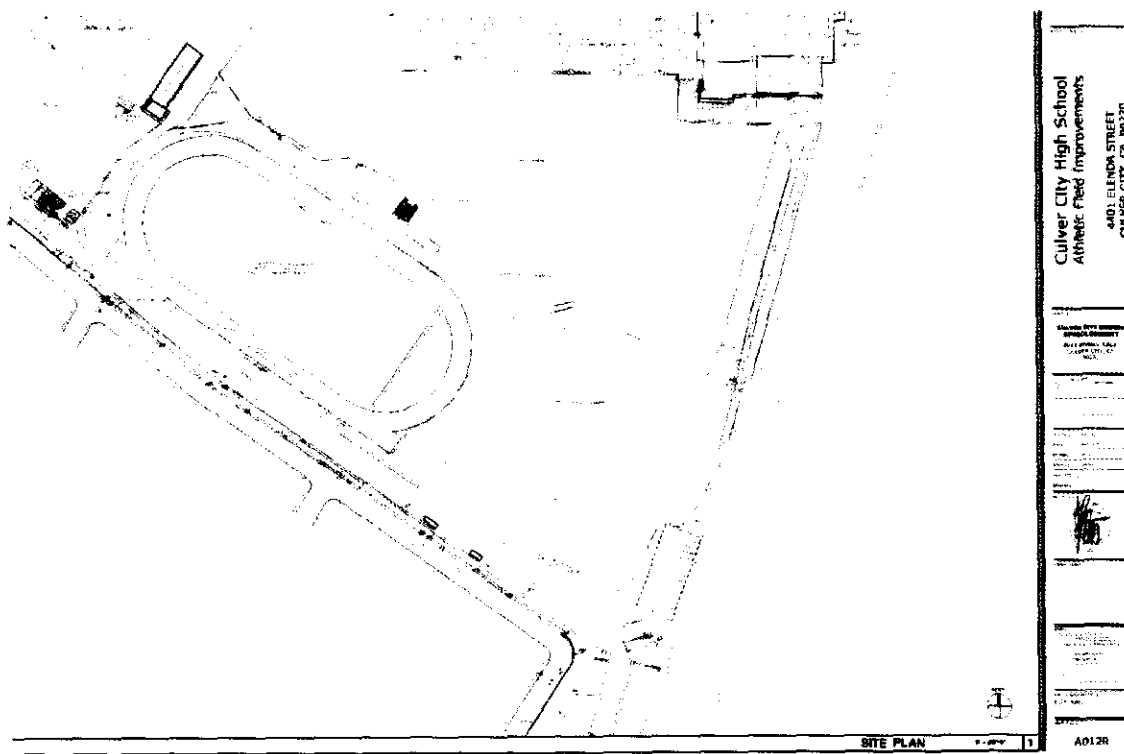
DATE: _____

EXHIBIT A

DESCRIPTION OF PROJECT

PRELIMINARY PHASE 1 SCOPE OF ATHLETIC FIELDS MASTER PLAN:

CULVER CITY ATHLETIC FIELD IMPROVEMENTS, TO INCLUDE, SYNTHETIC FOOTBALL FIELD AND TRACK, UTILITY INFRASTRUCTURE FOR DESIGNATED AREAS, GRADING WORK, MISCELLANEOUS SOD FIELD REPAIRS, ASSOCIATED LANDSCAPE WORK, HOME SIDE CONCESSIONS, AND DESIGNATED ALTERNATES WILL BE ADDED BASED ON FINAL GMP UP TO DISTRICTS BUDGET. PRELIMINARY PHASE 1 SCOPE IS DESIGNATED BELOW PER REVISED WESTBERG + WHITE SITE PLAN (A012R). PROJECT IS LOCATED IN CULVER CITY, CA 90230; 4401 ELENDA STREET. FUTURE PHASE 2 WORK OUTSIDE OUTLINED AREA WILL BE UNDER SEPARATE CONTRACT OR ADDED VIA AMENDMENT TO THIS AGREEMENT.



BASED ON WESTBERG + WHITE REVISED SITE PLAN (A012R) DATED: 02/01/13

EXHIBIT C
SITE LEASE

(UNDER SEPARATE COVER)

EXHIBIT D
CONSTRUCTION SERVICES AGREEMENT
(UNDER SEPARATE COVER)

AMENDMENT NO. 1 TO SITE LEASE AND SUBLEASE
CULVER CITY HIGH SCHOOL ATHLETIC FIELD PROJECT

This Amendment No. 1 ("Amendment") to the Site Lease and Sublease ("Leases" by and between the Culver City Unified School District ("District") and Balfour Beatty Construction LLC entered into on November 12, 2013, is hereby made and entered into this 14th day of May, 2013 ("Effective Date") as follows:

WHEREAS, the District and Balfour Beatty Construction LLC have entered into the Leases to provide for the construction of the Phase one Athletic Field Project as more particularly described in the Leases; and

WHEREAS, the District desires to implement improvements to the Athletic Fields for phase one; and

WHEREAS, Section 4 of the Construction Services Agreement (Exhibit C of the Site Lease and Exhibit D of the Sublease) provides for the establishment of a final Guaranteed Maximum Price ("GMP") upon finalization of the Project plans and subcontractor bids are received; and

WHEREAS, the District and Balfour Beatty Construction LLC wish to amend the Leases to reflect the establishment of the GMP for the first portion of the Project.

NOW THEREFORE, THE DISTRICT AND BALFOUR BEATTY CONSTRUCTION LLC, HEREBY AGREE AS FOLLOWS:

1. Work for Phase 1 – Athletic Fields, hereafter referred to respectively as "Phase 1" and shall include all related scope as shown on phase 1 plans and specifications, inclusive of construction design drawings amendments 1 and 2, plans dated January 17, 2012, February 1, 2012, February 4, 2013, March 29, 2013, and specifications and general conditions dated April 15th, 2013.
2. Pursuant to Section 3 of the Site Lease, as modified, and Section 3 of the Sublease, as modified, the District will issue a Notice to Proceed made pursuant to Section 5 of the Construction Services Agreement (Exhibit C to the Site Lease and Exhibit D to the Sublease) directing Balfour Beatty Construction LLC to continue with the performance of Phase 1. If the District directs Balfour Beatty Construction LLC to commence performance of Phase 1, but if the District does not issue a Notice to Proceed, Balfour Beatty Construction, LLC shall be nevertheless entitled to be paid for all work and services provided to date, work performed and materials supplied pursuant to this Amendment.
3. The District and Balfour Beatty Construction LLC agree that the Final GMP for Phase 1 of the Athletic Field Project for Culver City High School Project is **\$4,797,754.00** (Four million, Seven hundred ninety seven thousand, seven hundred and fifty four dollars with no cents) – Revised Exhibit "A" attached.
4. All work performed, services provided and/or materials supplied pursuant to this Amendment shall be performed in accordance with the Leases.
5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Leases.
6. The Leases are hereby modified with respect to the terms set forth herein, and any other portion necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Leases shall remain unmodified and in full force and effect as executed by the Parties.

7. In order to expedite execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. In the event of any inconsistency between the terms of this Amendment and those of the Lease, the terms of this Amendment shall control.

IN WITNESS HEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Lease.

CULVER CITY UNIFIED SCHOOL DISTRICT

BY: _____

TITLE: _____

BALFOUR BEATTY CONSTRUCTION, LLC

BY: _____

TITLE: _____

EXHIBIT "A"
FINAL GMP

Culver City HS - Athletic Field Improvements	
TOTAL GMP	
Increment 01 Subcontractor Costs	\$379,000
Increment 02 Subcontractor Costs	\$3,406,064
Trees at Harter Street Allowance	\$20,000
Existing Utility Locating (C-Below)	\$5,500
Site Security	\$28,220
SUBTOTAL SUBCONTRACTED COSTS	\$3,838,784
Balfour Beatty General Conditions	\$235,603
Balfour Beatty Supplemental General Conditions	\$33,241
Post Construction/Closeout	\$3,000
SUBTOTAL CONSTRUCTION COSTS	\$4,110,628
Owner Contingency	\$46,242
Contractors Contingency	\$231,212
Errors & Omissions Allowance	\$184,969
CONSTRUCTION COSTS WITH CONTINGENCY / E&O ALLOWANCE	\$4,573,051
General Liability/ WC Ins. @ 1.04%	\$49,902
COC Insurance (N/A by district)	n/a
SUBTOTAL COSTS WITH INSURANCE	\$4,622,953
Builders Fee @ 2.75%	\$126,813
SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE	\$4,749,766
Bonds @ 1%	\$47,988
TOTAL	\$4,797,754
District Budget	\$4,850,000
Delta	-\$52,246

BOARD REPORT

14.4a Approval is Recommended for Resolution #17-2012/2013 (HR), To Reinstate Classified Position (Receptionist)

Due to the needs of the District and the pupils it serves it is necessary to take action to reinstate one classified position previously eliminated for lack of work and/or lack of funds. While it is necessary to reinstate said classified position, it is recommended to make the following modifications: change in job title; reduced work year; increase in salary range.

RECOMMENDED MOTION: It is recommended that the Board approve Resolution #17-2012/2013 (HR), to reinstate one classified position as presented.

Moved:

Seconded by:

Vote:

**RESOLUTION #17-2012/2013 (HR), TO REINSTATE CLASSIFIED POSITION
(RECEPTIONIST)**

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following classified position be reinstated.

<u>Position</u>	<u>No. Affected</u>	<u>IMPACT</u>
Receptionist/PBX Operator 8 hours per day, 12 months per year Range 15	1	Reinstate to: Receptionist 8 hours per day, 10 months per year Range 17

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That it is in the best interest of the District and of the pupils of the District that the Board reinstate said classified position as specified above.
2. That said reinstatement shall become effective on May 29, 2013, subject to negotiations to the extent required by law.

Adopted by the Governing Board of the Culver City Unified School District on May 28, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Clerk of the Board

5/28/13
14.4b

BOARD REPORT

14.4b Approval of Adult School Unrepresented Teacher Salary Schedule

In order to allow the district to remain competitive in recruiting and retaining unrepresented adult school teachers, it is recommended that the Board approve the new Adult School Unrepresented Teacher Salary Schedule to reflect a salary increase for unrepresented Adult School teachers.

RECOMMENDED MOTION: That the Board approve the attached Adult School Unrepresented Teacher Salary Schedule as presented, effective July 1, 2013.

Moved by:

Seconded by:

Vote:

**Culver City Unified School District
Adult School Salary Schedule
For Unrepresented Teachers**

Effective July 1, 2013

Escalation: 2.00%

- A. Adult School Teacher with regular assignments, working less than twelve (12) hours per week, shall be paid for actual classroom instruction at the following rates:**

Step	I	28.76
Step	II	32.28
Step	III	35.87

- B. Requirements**

Step I	First through sixth trimester of CCUSD experience
Step II	Beginning with the seventh through the twelfth trimester of CCUSD experience
Step III	Beginning with thirteenth trimester of CCUSD experience

5/28/13
14.4c

BOARD REPORT

14.4c Approval of Classified Substitute and Classified Temporary Salary Schedules

In order to allow the district to remain competitive in recruiting and retaining classified substitutes and classified temporary personnel, it is recommended that the Board approve the new Classified Substitute and Classified Temporary Salary Schedules to reflect a salary increase for the above mentioned.

RECOMMENDED MOTION: That the Board approve the attached
 Classified Substitute and Classified
 Temporary Salary Schedules as presented,
 effective July 1, 2013.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Classified Substitute Salary Schedule
Effective July 1, 2013

Escalation: 2.00%

Classification	Range	Step A - Hourly Rate
Substitute Clerk Typist	15	14.43
Substitute Driver	21	16.79
Substitute Food Service Assistant	6	11.69
Substitute Instructional Assistant	14	14.13
Substitute School Custodian	16	14.90
Substitute Teacher Aide	11	13.05

Classified Temporary Salary Schedule

Classification	Hourly Rate
Temporary Adult School Lecturer	28.76
Temporary Noon Duty Supervisor	9.44

5/28/13
14.4d

BOARD REPORT

14.4d Approval of Substitute Teacher Salary Schedule

In order to allow the district to remain competitive in recruiting and retaining substitute teachers, it is recommended that the Board approve the new Substitute Teacher Salary Schedule to reflect a salary increase for substitute teachers.

RECOMMENDED MOTION: That the Board approve the attached
Substitute Teacher Salary Schedule as
presented, effective July 1, 2013.

Moved by:

Seconded by:

Vote:

**Culver City Unified School District
Substitute Teacher Salary Schedule**

Effective July 1, 2013

Escalation: 2.00%

Daily Rate

127.50

Long Term Daily Rate of Pay

163.20

Long term substitute teachers (based upon credentialing), on the 21st day of service in the same assignment, will receive the long term daily rate of pay until the conclusion of the assignment. Upon completion of the assignment, the pay will revert back to the daily rate.

Adopted by the Board on