

BOARD MEETING NOTICE AND AGENDA

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

City Hall, Mike Balkman Chambers
9770 Culver Boulevard, Culver City, CA 90232

June 26, 2012

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

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

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

- 3.1 Stipulated Expulsion of Pupil Services Case #11-11-12
- 3.2 Conference with Labor Negotiator (Pursuant to GC §54957.6)
Agency Designated Representatives: Leslie Lockhart, Director of Human Resources; Ajay Mohindra, Consultant Business Services; Patricia W. Jaffe, Superintendent
Employee Organizations: Association of Classified Employees (ACE);
Management Association of Culver City Schools (MACCS)

- 3.3 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54947)
- 3.4 Public Appointment/Employment (Pursuant to GC §54947)
 Certificated Personnel Services Report No. 19
 Classified Personnel Services Report No. 19
- 3.5 Public Employment (Pursuant to GC § 54957
 Title: Superintendent

4. ADJOURNMENT OF CLOSED SESSION

5. REGULAR MEETING – 7:00 p.m.

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

5.2 Flag Salute

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

7. PUBLIC HEARING

- 7.1 2012-2013 Budget
- 7.2 Energy Services Contract

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 – April 24, 2012; Minutes of Regular Meeting – May 8, 2012
- 9.2 Approval is Recommended for Purchase Orders and Warrants
- 9.3 Approval is Recommended for the Certificated Personnel Reports No. 19
- 9.4 Approval is Recommended for the Classified Personnel Reports No. 19

- 9.5 Approval is Recommended for the 2012-2013 Consolidated Application for Funding Categorical Aid Programs – Part 1
- 9.6 Acceptance of Enrollment Report

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 Presentation to Student Board Representatives
- 10.2 Culver City Education Foundation – Building Blocks for Education

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 Members of the Audience
- 11.4 Members of the Board of Education

12. INFORMATION ITEMS

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

- 12.1 2012-2013 Budget Presentation
- 12.2 First Reading of Revised Administrative Regulation and Board Policy 6163.4, Student Use of Technology

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 agendized item. Comments by the public will be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

14.1 Superintendent's Items - None

14.2 Education Services Items

14.2a Approval is Recommended for New CCHS Course – ROP Robotics Engineering

Motion by _____ Seconded by _____ Vote _____

14.2b Second Reading and Adoption of New Administrative Regulation and Board Policy 5131.2, and Form E5131.2, Students - Bullying

Motion by _____ Seconded by _____ Vote _____

14.2c Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #11-11-12

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Approval is Recommended for the Adoption of the 2012-2013 Budget

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for Resolution #16/2011-2012 - Contract between Culver City Unified School District and SunPower Corporation

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended for the Amendment to the Contract Between Culver City Unified School District and Clyde Murley – Increase in Amount

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for the AB1200 Public Disclosure – Financial Impact of 2011-12 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT)

Motion by _____ Seconded by _____ Vote _____

14.3e Approval is Recommended for the CCUSD/City of Culver City Joint Use Agreement

Motion by _____ Seconded by _____ Vote _____

14.3f Approval is Recommended for Food Service Program Price Increase

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for the 2011/2012 Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT)

Motion by _____ Seconded by _____ Vote _____

14.4b Approval is Recommended for Resolution #18-2011/2012 (HR), Regarding Layoff of Classified Vacant Position

Motion by _____ Seconded by _____ Vote _____

14.4c Approval is Recommended for Resolution #19-2011/2012 (HR), Regarding Layoff/Reduction of Classified Vacant Position

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

July 10 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place
July 24 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), City Hall (Chambers), 9770 Culver Blvd.

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

BOARD REPORT

6/26/12

7.1

7.1 **Public Hearing for the 2012-2013 Budget**

A Public Hearing is being held on the 2012-2013 Budget for Culver City Unified School District in accordance with Education Code 42127A which requires that the school district's Governing Board hold a public hearing on the budget to be adopted.

BOARD REPORT

6/26/12

7.2

7.2 Public Hearing for Energy Services Contract

In accordance with Government Code Section 4217.12, a public hearing is being held on the energy service contract Culver City Unified School District wishes to enter into with SunPower Corporation.

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>April 24, 2012</u>
Place:	<u>District Administration Office</u>	Time:	<u>6:00 p.m. – Public Meeting</u>
	<u>4034 Irving Place</u>		<u>6:01 p.m. – Closed Session</u>
	<u>Culver City 90232</u>		<u>7:00 p.m. – Public Meeting</u>

Board Members Present

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

Staff Members Present

Patricia W. Jaffe, Superintendent
Ajay Mohindra
Eileen Carroll

Call to Order

Board President Mr. Silbiger 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. Gustavo Cruz led the Pledge of Allegiance.

Report from Closed Session

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

8. Adoption of Agenda

Mr. Silbiger suggested moving item 14.3d up on the agenda to follow the Consent Items. He also stated that items 9.11 and 9.12 are being pulled to read out. It was moved by Ms. Siever and seconded by Ms. Paspalis to adopt the April 24, 2012 agenda as amended. The motion was unanimously approved.

9. Consent Agenda

Mr. Silbiger called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. Ms. Siever requested that item 9.2 be withdrawn. It was moved by Ms. Chardiet and seconded by Ms. Goldberg to approve Consent Agenda Items 9.1, and 9.3 – 9.10 as presented. The motion was unanimously approved.

- 9.1 Minutes of Special Meeting – February 7, 2012; and Minutes of Regular Meeting – February 28, 2012
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 15
- 9.5 Classified Personnel Reports No. 15
- 9.6 Enrollment Report
- 9.7 Williams/Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints
- 9.8 Members of the Culver City High School Track Team to Attend State Championships in Fresno, California, May 31-June 2, 2012
- 9.9 Culver City Middle School 7th Grade GATE Students to Attend Astro Camp in Idyllwild, California, April 30-May 2, 2012
- 9.10 Culver City High School Lacrosse Team to Attend Tournament in San Diego, California, June 29-July 1, 2012

9.2 Approval is Recommended for Purchase Orders and Warrants

Ms. Siever congratulated Mr. Mohindra as the new Assistant Superintendent of Business Services. She wanted to confirm that the object code for consultants was 5860 as reflected on one of the pages in the Purchase Orders. Mr. Mohindra stated that consultants are usually object codes 5810 or 5850. Ms. Paspalis wanted to clarify that Mr. Mohindra is not an Assistant Superintendent at this time and that he still at consultant status. It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve the Purchase Orders and Warrants from

March 17, 2012 through April 13, 2012 as presented. The motion was unanimously approved.

9.11 Approval is Recommended for the Proclamation in Recognition of Teacher Appreciation Week (May 7-11, 2012)

Ms. Goldberg read the Proclamation in commendation for Teacher Appreciation Week. David Mielke accepted the Proclamation on behalf of the teachers.

9.12 Approval is Recommended for the Proclamation in Recognition of Classified Employee Appreciation Week (May 21-25, 2012)

Ms. Siever spoke about how important the classified staff is to the District and that they are often unrecognized. She read the Proclamation and Mrs. Hamme accepted the Proclamation on behalf of the classified employees. It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve the items 9.11 and 9.12 as presented. The motion was unanimously approved.

14. Action Items

Business Items

14.3d Authorization for Staff to Enter into Contract Negotiations with Selected Solar Vendor

Mrs. Jaffe spoke about her meeting with Mr. Clyde Murley to review the proposals from three solar vendors. Mr. Murley summarized prior events that led up to the current meeting. He addressed issues that were discussed at the meeting such as trying to keep the architectural design of the school. Mr. Murley also spoke about what proposals addressed the high efficiency designs with the carport. He suggested proceeding with the Sunpower Proposal. Mr. Murley provided the Board with information on the company. Further discussion ensued about where the panels would be located. Mr. Silbiger asked if there was a way to write in the contract language stating that if the lot is not ready in time that the panels can get installed at a different location. Mr. Murley confirmed it would be possible. The timeline was also discussed and Mr. Murley stated that installation would happen by the fall semester. Mr. Siever asked if Mr. Johnson had reviewed the information and if he agrees with the company. Mr. Johnson confirmed that the Environmental Sustainability Committee has been working closely with Mr. Murley. The Board decided to move forward with the Sunpower contract. They amended the motion stating That the Board of Education authorizes the Superintendent or Superintendent's designee to enter into contract negotiations with Sunpower. It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board authorize the Superintendent or Superintendent's designee to enter into contract negotiations with Sunpower. The motion was unanimously approved.

10. Awards, Recognitions and Presentations

10.1 American Citizenship Awards

Mrs. Jaffe and the Assistant Superintendents read the names and accomplishments of each school's recipients of the American Citizenship Award for the month of April. The recipients were Margaret Lezcano from El Marino School; Matthew Lopez from El Rincon Elementary; Ivette Enriques from La Ballona School; Frances Horwitz Linwood E. Howe School; Audreen Fune from Farragut School; Gisel Ruzega from Culver City Middle School; Nicholas Mizel from Culver Park High School; and Robert Myers from Culver City High School. Board members presented each recipient with a pin and certificate; and thanked the students and their families for attending the meeting

10.2 AVPA Recognition/Music, Film, Theatre, and Dance

Tony Spano spoke on behalf of the AVPA Department. He thanked the companies that have supported the AVPA and called the theater students to come up for their commendations. The film students were also acknowledged and the students in the Club 34 class. The Music Department was then introduced. Gustavo Cruz, President of Pink Elephant Mucis, provided the Board with information on the different classes and workshops that are offered. He thanked the Board for their continued support of the program. The dance program was also recognized.

10.3 Spotlight on Education - Culver City Middle School and Linwood E. Howe Elementary School

Jon Pearson, Principal at the Culver City Middle School, presented Mrs. Jaffe and the Board with a plaque recognizing the middle school as a School to Watch. He then presented the Board with the information regarding the changes and data on student improvement. Mr. Pearson also spoke about the changes in their Mission Statement; and the bell schedule being rearranged to allot time for intervention sessions. Rick Barclay and teachers for Young Storytellers showed a DVD with the class putting together a show. Ms. Paspalis thanked Mr. Pearson for his presentation and stated that she appreciates what really goes on at the core at the middle school. Ms. Siever thanked him for his presentation and commended the way he has handled intervention.

Amy Anderson, Principal at Linwood E. Howe Elementary, provided the Board with the updated Mission Statement at the school and spoke about the key words that reflect the core of the school. Ms. Anderson provided the Board with test score information and spoke about the programs being provided such as Caring School Communities, Anti-Bullying programs; The Arts Program; Hiking Vikings; and Living Greener (Green 5 Program). She also spoke about her intervention programs.

10.4 Update on Immersion Programs

Tracy Pumilia and Jon Pearson provided an update on the plans for the Immersion Program and the transition from the elementary program to the middle school program. Ms. Pumilia addressed the recommendation that were provided by the Strategic Planning Committee. Ms. Pumilia responded to questions from the audience regarding the program. Board members thanked Ms. Pumilia and Mr. Pearson and commended them on all of their hard work and implementation

11. Public Recognition**11.3 Student Representatives' Reports****Middle School Student Representative**

Kaelyn Gsellman , Culver City Middle School Student Representative, was not present.

Culver Park Student Representative

Jessica Delgado, Culver Park High School Student Representative, reported on the possible move of Culver Park to the Adult School and reaction from students.

Culver City High School Student Representative/Student Board Member

Robert Myers, Student Board Member, reported on activities at Culver City High School, including the success of the ASBA Election Rally and stated he was thanks to the high school for his American Citizenship Award. He announced that the high school held a Blood Drive today and stated that upcoming activities included a Yard Sale on Saturday and a Pep Rally at lunch. Mr. Myers also provided a sports update.

11.1 Superintendent's Report

Mrs. Jaffe thanked Ms. Pumilia, Mr. Pearson, Ms. Anderson, and Mr. Barclay for their presentations. She congratulated El Marino and Farragut for receiving the Distinguished School designations. Mrs. Jaffe reported on her PTA Honorary Service Awards attendance and stated it was a great success. She thanked Mr. Silbiger and Ms. Paspalis for being in the skits at the event. The athletic field project is moving forward with the DSA, but the District will still have to wait for an approval from them. The architect is going to the Adult School to take a look at it. One of the biggest issues with the move will be special education and SELPA. She also provided an update on her meeting with Eileen Carroll on the parent volunteers.

11.2 Assistant Superintendents' Reports

Ms. Carroll commended all of the presenters. She attended the Farragut Artworks at Royal T and there was great attendance. She also reported on her attendance at the Front and Center event. Today she met with all of the principals for the Arts Integration Program. Ms. Carroll reported that Monday will start the STAR testing next week.

Mr. Mohindra reported that his department is presently working on the Second Interim Report.

11.5 Members of the Board

Board Members spoke about:

- Ms. Chardiet reported on her attendance at the Artworks event and stated it was wonderful. She thanked her fellow Board members for being good sports at the Honorary Service Awards and participating in the skit.
- Ms. Goldberg reported on her attendance at the dance performance and the solar panel discussion. She thought the elementary school presentations were great and very informative.
- Ms. Paspalis reported on her attendance at the Farragut Art Works event and stated it was wonderful. The PTA Honorary Service Awards were a tremendous amount of fun. The solar review meeting yesterday was great and she commended Mr. Murley for all of his assistance and great work.
- Ms. Siever extended congratulations to Ms. Chardiet for the Service Awards and all of her hard work that went into the event. Ms. Siever reported on her attendance at the LACSTA meeting. She stated her concerns about the Culver Park students and moving the school. Ms. Siever feels that a year is too long to wait for a temporary move and she would like additional information on any possible locations.
- Mr. Silbiger reported on the City Council meeting and his attendance at LACMA. He asked that the meeting be adjourned in memory of Lia Pinkiss.

11.4 Members of the Audience

Members of the audience spoke about:

- Dr. Luther Henderson provided information on the upcoming Culver City Car Show.
- Jim Lamm, President of Ballona Creek Renaissance, announced a public workshop on April 28th regarding the Green Space plan.
- David Mielke expressed his concerns about the Culver Park students and the moving of the school. He had a great meeting with Dr. John Cruz from ELS, the Superintendent search firm. Mr. Mielke stated that he missed the last Board meeting at Spring Break and the news did not go over well regarding the actions the Board took such as increasing the hours of the Security Supervisor. He asked to rescind the May 25th furlough day if there is money for management increases.
- Jerry Chabola thanked the Board for being available Sunday night. May 23rd is the Athletic Awards. He also announced that there will be a fundraiser on May 12th at the parking lot by the Natatorium. He requested that if the student parking lot is going to be used during the summer due to construction, to please articulate that to staff. Mr. Chabola encouraged the Board to get all teachers on the Parent Portal. Ms. Siever asked why the teachers are not using the portal. Ms. Carroll stated that it is not a requirement. Board members agreed that having the teachers use the Parent Portal is something that should be done.

13. Recess

The Board recessed at 10:10 p.m. and reconvened at 10:20 p.m.

12. Information Items**12.1 Budget Update**

Mr. Mohindra presented a budget overview of the general fund. He stated that in the 2014-2015 school year the District may not have the 3% reserve. George Laase asked on the ending fund balance if the District is deficit spending. Mr. Mohindra confirmed yes. Dr. Henderson asked what the effect would be if the proposed Governor's taxes do not pass. Mr. Mohindra gave the worse case scenario. Dr. Henderson asked if the District did not hire a new Superintendent or did not spend the money on administration would that remove the District's deficit. Mr. Mohindra stated it would not.

12.2 First Reading of Revised Administrative Regulation and Board Policy 1230 – School-Connected Organizations

Steve Levin commented on the line that states the Booster Club cannot hire District employees. He feels that line needs clarification. He also stated other clarifications that need to be made and stated that there seems to be a lot of constraints that he questions if they are needed. Jeannine Wisnosky Stehlin thanked Ms. Chardiet for the event on Sunday and thanked Mrs. Jaffe for having the meeting regarding the Board Policy relating to the adjuncts. Mrs. Chabola commented that volunteers were being discussed like minimum wage employees. She then gave a brief history on the Booster Clubs in the District. Since Mrs. Chabola is in the business of insurance she addressed some of the issues that will arise with the insurance requirements for the adjuncts/volunteers. Ms. Chardiet requested additional clarification on what a school connected organization means. Mrs. Jaffe provided clarification. Further discussion ensued and the Administrative Regulation and Board Policy will be brought back for another reading.

14. Action Items**14.1 Superintendent's Items - None****14.2 Education Services Items - None****14.3 Business Services Items****14.3a 7****Second Reading and Approval of Revised Exhibit 1330(d) to Existing Administrative Regulation and Board Policy 1330 - Use of School Facilities**

Mr. Silbiger suggested continuing this item to a future meeting. It was moved by Ms. Siever and seconded by Ms. Goldberg to table this item. The motion was unanimously approved.

14.3b Approval is Recommended for the Proposed CEQA Exemption for Future Capital Project at Culver City High School

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve the Proposed CEQA Exemption for Future Capital Project at Culver City High School as presented. The motion was unanimously approved.

14.3c Approval is Recommended for Resolution #13/2011-2012 Approval of Issuance of Tax and Revenue Anticipation Notes (TRANS) for 2012-2013

It was moved by Ms. Paspalis and seconded by Ms. Chardiet that the Board approve Resolution #13/2011-2012 Approval of Issuance of Tax and Revenue Anticipation Notes (TRANS) for 2012-2013 as presented. The motion was unanimously approved.

14.4 Personnel Items**14.4a Approval and Adoption of Indefinite Action for Management, Confidential and Other Unrepresented Employees for 2012/2013**

It was moved by Ms. Siever and seconded by Ms. Paspalis that the Board approve the Adoption of Indefinite Action for Management, Confidential and Other unrepresented Employees for 2012/2013 as presented. The motion was unanimously approved.

15. Board Business**15.1 Review Draft of the Board Goals and Objectives for 2012-2013**

The Board agreed to continue this item until the next Board Meeting.

Adjournment

There being no further business, it was moved by Ms. Siever, seconded by Ms. Paspalis and unanimously approved to adjourn the meeting. Board President Mr. Silbiger adjourned the meeting at 11:10 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>May 8, 2012</u>
Place:	<u>District Administration Office</u>	Time:	<u>6:00 p.m. – Public Meeting</u>
	<u>4034 Irving Place</u>		<u>6:01 p.m. – Closed Session</u>
	<u>Culver City 90232</u>		<u>7:00 p.m. – Public Meeting</u>

Board Members Present

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

Staff Members Present

Patricia W. Jaffe, Superintendent
Ajay Mohindra
Eileen Carroll

Call to Order

Board President Mr. Silbiger 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 7:05 p.m. with all Board members in attendance. Mr. Neil Rubenstein led the Pledge of Allegiance.

Report from Closed Session

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

7. Public Hearing

Mr. Silbiger opened the Public Hearing at 7:06 and asked if members of the audience or Board wished to speak on item 7.1 Tier III Flexibility Transfers. Mr. George Laase stated his concern that funds are moved from categories involving students to the general fund. Mr. Mohindra and Ms. Jaffe both stated that the District provides full services for students and there is no loss to the students under the flexibility transfers. Mr. Silbiger closed the Public Hearing at 7:10 p.m.

8. Adoption of Agenda

Mr. Silbiger suggested items 11.3 and 11.4 follow the Consent Agenda so students could leave the earlier. It was moved by Ms. Siever and seconded by Ms. Paspalis to adopt the May 22, 2012 agenda as amended. The motion was unanimously approved.

9. Consent Agenda

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

9.2 Purchase Orders

9.3 Acceptance of Gifts – Donations

9.5 Classified Personnel Reports No. 16

9.6 Mr. Jon Pearson, Principal of Culver City Middle School, to Attend the Third Van Leer International Conference on Education in Tel-Aviv, Israel, May 20-25, 2012

9.7 Office of Child Development Agency Annual Report

9.8 Acceptance of Board Member Compensation Report

9.1 Approval is Recommended for the Minutes of Special Meeting – March 3, 2012; and Minutes of Regular Meeting – March 13, 2012

Mr. Silbiger requested item 9.1, Minutes of Regular Meeting of March 13, 2012 be amended, and requested that on page 81 the words, “because he feels that someone being a member of the press and writing negative

comments is not going work for him” be deleted and the sentence end after “.glad Ms. Sargent spoke.” Mr. Silbiger requested the words, “and will be reconsidered in October” be added after “move to the bungalows would be temporary.”

9.4 Approval is Recommended for the Certificated Personnel Reports No. 16

Ms. Siever requested that under item 9.4 all resignations and retirements include the amount of money that will go back into the general fund as a result of the resignation or retirement.

It was moved by Ms. Siever and seconded by Ms. Goldberg that item 9.1 be approved as amended, and item 9.4 be approved as presented. The motion was unanimously approved.

11.3 Student Representatives' Reports

Middle School Student Representative

Kaelyn Gsellman, Culver City Middle School Student Representative, was not present.

Culver Park Student Representative

Jessica Delgado, Culver Park High School Student Representative, was not present.

Culver City High School Student Representative/Student Board Member

Robert Myers, Student Board Member, reported on activities at Culver City High School, including the AVPA Spring Dance Concert; the Summer Bash (formerly called Summer Fest); and interviewing ASB candidates. He also commended the CCMS 8th grade students who visited the high school and announced that he will be attending Cal Poly San Luis Obispo next year.

11.4 Members of the Audience

Florina Rodov and Jessica Jacobs from the Innovative School for Professional Development Charter School presented each Board member with a DVD and announced that they would be making a proposal to CCUSD for a charter school in the near future. Ms. Rodov and Ms. Jacobs described their program as an independent study model designed to meet the needs of professional children such as actors, as well as at risk students and will request a Public Hearing on their proposal.

David Mielke, President of the Culver City Federation of Teachers (CCFT), handed out copies of data to each Board member. Mr. Mielke described the data analysis comparing CCUSD's standing state-wide and county-wide in terms of funding compared with the District's standing in terms of certificated, classified and administrative salaries, stating that the District ranks average on funding and ranks low on salaries. He stated that since the District ranks in the medium for funding, CCFT feels that all salaries should rank in the medium. Mr. Mielke announced that CCUSD and CCFT are currently in contract negotiations. Mr. Jerry Chabola gave an update on spring sports programs and announced that many teams have made it to the CIF playoffs, including Track, Swim Teams, Lacrosse, Golf, and Baseball/Softball. Mr. Chabola announced the Athletic Banquet is May 23rd at 7:00 p.m. in the gym and invited the Board to attend; and an athletic fundraiser will be held on Saturday, May 12th in the parking lot off Elenda Street hosted by the Lacrosse team in conjunction with Ford Motors. All athletic programs have been invited to participate.

10. Awards, Recognitions and Presentations

10.1 Presentation Regarding Dual Language Mandarin Immersion for 2013-2014

Mrs. Jaffe introduced Dr. Magaly Lavadenz, Loyola Marymount University's Center for Equity for English Learners, and Dr. Susan Jain, UCLA Confucius Institute. Dr. Lavadenz and Dr. Jain announced that they are currently working with Superintendent Patricia Jaffe and Assistant Superintendent Eileen Carroll to develop a dual language program in Mandarin. They gave a Powerpoint presentation describing the academic, social and economic advantages of dual and multiple language development for our students, emphasizing the success of two way language programs. Loyola Marymount and the UCLA Confucius institute are interested in developing a program with CCUSD because of the District's history of success in Dual Language Immersion, and expect it

will take a year to develop, with the school year 2013-2014 as a target date for beginning Mandarin Immersion at CCUSD. Discussion ensued regarding the history of the Confucius institute, funding, grants, California standards, Common Core standards, and professional development.

Mr. Silbiger asked if anyone in the audience would like to speak on Mandarin dual language programs. Ms. Claudia Vizcarra, El Marino and CCMS parent, spoke in support of the program and stated that her family moved to Culver City because of the great reputation of the dual language programs.

Mr. Silbiger asked if the Board had any question regarding the Mandarin dual language program. Ms. Goldberg stated she fully endorses the program. Ms. Siever asked about funding from China. Dr. Jain clarified that possible funding would not be for teachers, but for professional development. Ms. Chardiet stated she fully supports the program. Ms. Paspalis stated it is a great opportunity that will enhance the District, but wants the District to continue to enhance the dual language programs in place to a full K-12 fluency program. Ms. Silbiger feels the Mandarin proposal is perfect timing as the District continues to expand the dual language program and it is important to find the correct location and principal.

Mrs. Jaffe stated that she appreciates everyone's support and concern of the proposed dual language program and the programs already in place.

Dr. Magaly Lavadenz informed the Board that LMU has received a stellar grant of \$1.8 million to partnership with school districts in an English Language Learners program and that she will be meeting with Mrs. Jaffe and Ms. Carroll to discuss a partnership with the District.

10.2 Spotlight on Education – Office of Child Development

Ms. Eileen Carroll introduced Mrs. Audrey Stephens, Program Director for the Office of Child Development. Mrs. Stephens distributed a packet to each Board member containing a description of assessment tools in use for preschool. Mrs. Stephens described the Desired Results Developmental Profile (DRDP) assessment tools. Mrs. Stephens acknowledged preschool teacher Ms. Guadalupe Aguila for her contribution to the DRDP process. She then gave a Powerpoint presentation of the preschool program, focusing on developmental measures for Cognitive Development, Cause and Effect, Curiosity and Initiative, Language and Literacy Development, Physical Development, Health Development, and Self/Social Development. Mr. Silbiger and the Board thanked Mrs. Stephens for her presentation.

11. Public Recognition

11.1 Superintendent's Report

Mrs. Jaffe updated the Board on the status of the solar project and the District's current discussion with the attorneys concerning the layout and timeline and announced there will be a Board workshop on May 15th, at 5:30 p.m. on the solar project. Mrs. Jaffe stated that a tour of the Adult School was made in order to consider converting the school to be compliant for K-12 use, with possible use as classrooms for Culver Park High School. A conclusion was made that a conversion would cost thousands of dollars and the current plan is for the Adult School to completely move out of the bungalows located behind the Middle School and to renovate the bungalows for Culver Park High School occupancy by the 2012-2013 school year. Mrs. Jaffe commended Dr. Tony Spano and the high school choir for their participation in the Master Chorale with other districts at the Music Center. Mrs. Jaffe attended with Ms. Carroll and said the performance by more than 900 students was inspiring. She announced that on May 10th Ms. Goldberg will represent CCUSD at Beverly Hills Unified School District's meeting regarding the metro line challenges. Mrs. Jaffe announced that May is Child Safety Awareness Month; and that Mr. Clarke and Ms. Sahli-Wells are the City Council District liaisons.

11.2 Assistant Superintendents' Reports

Ms. Eileen Carroll, Assistant Superintendent for Educational Services, commended the high school students for their performance at the Music Center's Master Chorale and thanked Dr. Tony Spano for his work. Ms. Carroll stated that the District is currently engaged in STAR testing. She spoke of the issue of STAR testing posted on Facebook and other social networks by students throughout California, and the California Department of Education notifying school districts to be vigilant about security of materials. CCUSD has been randomly

selected by the Educational Testing Services for inspection, and she has been visiting every school to monitor testing procedures and every school is doing a great job. Ms. Carroll stated that she attended the BTSA Induction culmination to observe new teachers sharing classroom skills and projects; and announced that next week we will have the BTSA review team reviewing our program. Ms. Carroll acknowledged Dr. Antoinette Fournier, BTSA Support Provider, for her work in preparation for the BTSA review.

Mr. Ajay Mohindra, Consultant for Business Services, discussed the progress of capital projects including, contracts and Requests for Proposals. Mr. Mohindra also stated that his staff is currently working on budget development for the next school year

11.5 Members of the Board

Board Members spoke about:

- Ms. Laura Chardiet commended Coach Nestor on the CCMS Boys Swim Team Championship. Ms. Chardiet announced that La Ballona School is the first school in the District to have smart boards in every classroom. She thanked Director Ted Yant, Security, and his staff for their handling of a recent incident at the high school and for the work that they do every day to keep the schools safe; and thanked Ms. Goldberg for representing the Board at many school and community events.
- Ms. Goldberg thanked El Marino School for the Bike Safety Event that she attended; and spoke in support of the Mandarin Dual Language Program proposal.
- Ms. Siever inquired how long Culver Park High School students will be in the bungalows and how many students attend CPHS. Mrs. Jaffe responded that Culver Park currently has 32 students, has had a maximum of 50; and the 4 classrooms in the bungalows can accommodate up to 80 students. Ms. Siever stated that she rode the new Expo Line and it is great and announced a community Open House at West Los Angeles College on May 19th that she hopes many students, teachers and community members will attend. Ms. Siever wanted to be sure the Board and the community is aware that their students can take up to two years of college at WLA or any community college while still in high school. Ms. Siever spoke in support of the Mandarin dual language proposal and that the dual language programs we have should be fully established to the 12th grade.
- Ms. Paspalis stated that she cannot comment on the charter school proposal until she reviews the video that was distributed to the Board this evening. Ms. Paspalis stated she attended the El Marino Clean Air presentation on the 25th and looks forward to a follow-up. She also commended the Middle School students on the Model UN Program and looks forward to the Tribute to the Stars at Sony.
- Mr. Silbiger also commended El Marino on the Bike Safety Festival and Clean Air presentation that he attended. He asked if the Environmental Sustainability Committee can be invited to the Board Workshop on Solar Projects on May 15th at 5:30 p.m. Ms. Siever noted that she would like everyone interested in the project to attend. The Board concurred that the workshop meeting is open to anyone interested in attending. Mr. Silbiger asked Mrs. Jaffe if the Scholars Program was going to change next year. Mrs. Jaffe said that she will direct Principal Jon Pearson to address the question in his Friday memo to the Board. Mr. Silbiger commended Ms. Julie Garcia, Food Services Director, on her past presentation to the Board and asked if she can return in the future. Mr. Silbiger announced that this is Teacher Appreciation Week.

12. Information Items

12.1 Draft of Board Goals and Objectives 2012-2013

Mrs. Jaffe gave two Powerpoint presentations outlining Board goals and objectives for 2011-2012 and 2012-2013. Goals and objectives were categorized and explained in detail under the categories: Budget and Resource Development; Student and Student Success; Staff/Personnel Quality; and Community Relationships/Partnerships.

12.2 Community Budget Advisory Committee (CBAC) Report

Mr. Alan Elmont, Chairperson of CBAC, presented a report from CBAC, including the duties the committee is expected to perform, and the recommendations from the committee to the Board of Education. Discussion ensued regarding CBAC's recommendations including renewing the Parcel Tax, restoration of positions cut by the original CBAC, weighing in on budget decisions, and clarification of listing reserve percentages for economic uncertainty in the interim budget reports. Mr. Silbiger and the Board thanked Mr. Elmont and CBAC for their work on the committee, and the CBAC recommendations and report to the Board.

12.3 First Reading of Revised Exhibit 1330 to Existing Administrative Regulation and Board Policy 1330 – Use of School Facilities

Mr. Silbiger asked if members of the audience wished to address the Board on the proposed policy regarding Use of School Facilities. Mr. Robert Charney inquired if there are extra custodial costs when use is during normal work hours. Mr. Mohindra replied that overtime is needed for the extra cleanup after the Use of School Facilities by groups. Mr. Steve Levin inquired why the policy is changing that would result in an increase in charges to groups that raise funds for the schools. Ms. Gina Marie Walker inquired about raising fees for groups that raise funds for the schools. Discussion ensued regarding categorizing groups, school connected organizations, organizations that do not comply with CCUSD's policy of non-discrimination, and "school connected organizations" as defined in the Education Code.

13. Recess

The Board recessed at 9:30 p.m. and reconvened at 9:40 p.m.

14. Action Items**14.1 Superintendent's Items****14.1a Approval of Superintendent Selection Criteria**

The following revisions were suggested by the Board.

- Add "demonstrate" before "a passion for public education"
- Change the words "a forward thinker" to "a creative thinker"
- Change "considers numerous data sources" to "considers multiple data sources"
- Add "including evenings and weekends" to "Visible and accessible to staff, parents, and community members"
- Change "replicate them K-12" to "replicate them Pre-K to Adult"
- Add the sentence, "Have an understanding of immersion programs."
- Add the sentence, "Prefer previous property assessment election skills."
- Revised "as well as local city government and business leaders" to read, "as well as local city government, business leaders, and higher education institutions."
- Add the sentence, "Demonstrated experience with employee organizations."
- Add the sentence, "Practices and advocates environmental responsibility."

Dr. Henderson spoke to the Board and said that he does not agree with adding a sentence about property assessment.

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve Superintendent Selection Criteria as amended. The motion was unanimously approved.

14.1b Sixth Reading and Adoption of Board Bylaw 9323, Meeting Conduct

The Board suggested the removal of section 4 on page BB9323(c), which begins "The Board need not allow the public to speak on any item that has already been considered.." The Board suggested under section 6, remove words "the policy of" and add "recommended that"; and under section 7A, 2 replace the word "call" to "ask". After brief discussion, it was moved by Ms. Siever and seconded by Ms. Goldberg to adopt Board Bylaw 9323, Meeting Conduct as amended. The motion was unanimously approved.

14.1c Second Reading and Approval of Revised Administrative Regulation and Board Policy 1230 – School-Connected Organizations

Mr. Silbiger asked if members of the audience wished to speak on School Connected Organizations. Mr. Steve Levin asked for clarification on item #9 regarding use of money remaining if organization is not continued. Mr. Mohindra gave details on the requirements to account for funds remaining when school connected organizations are discontinued. The Board recommended that the word "hiring" on the bottom of page AR1230(a) be removed. No further revisions were suggested. It was moved by Ms. Siever and seconded by Ms. Goldberg that the Board approve Revised Administrative Regulation 1230 as amended. The motion was unanimously approved. The Board agreed that the Board Policy still needed additional revisions and further discussion. The Board Policy will be brought back to a later meeting.

14.2 Education Services Items

14.2a Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #09-11-12

It was moved by Ms. Paspalis and seconded by Ms. Siever that the Board approve the Stipulated Expulsion of Pupil Services Case #09-11-12 as presented. The motion was unanimously approved.

14.3 Business Services Items

14.3a Approval is Recommended for Tier III Flexibility Transfers

It was moved by Ms. Goldberg and seconded by Ms. Siever that the Board approve the Tier III Flexibility Transfers as presented. The motion was unanimously approved.

14.4 Personnel Items - None

15. Board Business - None

Adjournment

Ms. Paspalis requested that the Board adjourn in memory of children's author, Mr. Maurice Sendak.

There being no further business, it was moved by Ms. Paspalis, seconded by Ms. Goldberg and unanimously approved to adjourn the meeting. Board President Mr. Silbiger adjourned the meeting at 10:15 p.m. in memory of Mr. Maurice Sendak

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 June 2, 2012 through June 15, 2012 is \$170,452.66. Warrants issued for the period May 14, 2012 through June 15, 2012 total \$6,059,639.78. This includes \$2,258,369.00 in commercial warrants, and \$3,801,270.78 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION: That purchase orders from June 2, 2012 through June 15, 2012 in the amount of \$170,452.66 and warrants for May 14, 2012 through June 15, 2012 in the amount of \$6,059,639.78 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Report ID: LAPO009C
 District: 64444
 Page No. 1
 Run Date: 06/16/2012
 Run Time: 05:02:23AM
 WEEKLY

Purchase Orders/Buyouts To The Board for Ratification From : 6/2/2012 To 6/15/2012
 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	
06/06/12	33756	A	1	06/07/2012	AMERICAN CHEMICAL &	JANITORIAL SUPP/EQUIP	Culver City High School	01.0	00000.0	00000	81000	4370	4010000	11-12		1,000.00	1,000.00	
						06/06/2012	33756										1,000.00	
																		AMERICAN CHEMICAL & SANITARY SUPPLY INC.
06/07/12	58636M	A		06/07/2012	WESTERN TRUCK EXCHANGE	RENTS/RENTALS	Transportation/Home to School	01.0	72400.0	57500	36000	5630	0005500	11-12		2,696.91	2,696.91	
						06/07/2012	58636M											WESTERN TRUCK EXCHANGE
06/12/12	58877M	A		06/12/2012	C. JUAREZ, INC.	RENTS/RENTALS	Maintenance	01.0	81500.0	00000	81100	5630	0005040	11-12		3,000.00	3,000.00	
						06/12/2012	58877M											C. JUAREZ, INC.
06/04/12	58916	C		06/04/2012	CAPSES	CONFERENCE AND TRAVEL	Kayne ERAS Center	01.0	40350.0	00000	21000	5220	1080000	11-12		2,850.00	2,850.00	
						06/04/2012	58916											CAPSES
06/06/12	58946	A		06/06/2012	MATCO TECH, INC.	RENTS/RENTALS	Culver City High School	01.0	00000.0	15000	27000	5630	4010000	11-12		750.00	750.00	
						06/06/2012	58946											MATCO TECH, INC.
06/04/12	58955	A		06/05/2012	HERFF JONES, INC.	INSTRUCTIONAL SUPPLIES	Culver Park High School	01.0	73950.0	32000	10000	4310	5010000	11-12		139.29	139.29	
						06/04/2012	58955											HERFF JONES, INC.
06/04/12	58956	A		06/06/2012	PEARSON EDUCATION, INC.	INSTRUCTIONAL SUPPLIES	District Curriculum	01.0	63000.0	00000	21000	4320	0004010	11-12		8,550.00	8,550.00	
						06/04/2012	58956											PEARSON EDUCATION, INC.
06/04/12	58957	A		06/05/2012	PEAP	INSTRUCTIONAL SUPPLIES	La Bailona Elementary	01.0	07395.0	00000	21000	4310	2060000	11-12		53.78	53.78	
						06/04/2012	58957											PEAP
06/13/12	58958	A		06/13/2012	REDWOOD PRESS	OFFICE SUPPLIES	Purchasing	01.0	00000.0	00000	73000	4350	0005030	11-12		454.58	454.58	
						06/13/2012	58958											REDWOOD PRESS
06/06/12	58959	A		06/06/2012	AMERICAN CHEMICAL &	JANITORIAL SUPP/EQUIP	Farragut	01.0	00000.0	00000	81000	4370	2050001	11-12		281.36	281.36	
																		AMERICAN CHEMICAL &

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

* Prior Year Payments

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Report ID: LAPO009C
 District: 64444
 Purchase Orders/Buyouts To The Board for Ratification From : 6/2/2012 To 6/15/2012
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Page No. 2
 Run Date: 06/16/2012
 Run Time: 05:02:23AM
 WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
06/06/12	58960	A		06/06/2012	M.I.N.D. RESEARCH INSTITUTE	INSTRUCTIONAL SUPPLIES	EI Marino Language	01.0	73950.0	11100	10000	4310	2030000	11-12	AMERICAN CHEMICAL & SANITARY SUPPLY INC.	3,000.00	281.36
06/06/12	58962	A		06/06/2012	KINOKUNIYA BOOKSTORE	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	11-12	M.I.N.D. RESEARCH INSTITUTE	529.51	3,000.00
06/06/12	58963	A		06/06/2012	VARSITY SPIRIT FASHIONS	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	90151.0	16002	10000	4310	4010000	11-12	KINOKUNIYA BOOKSTORE	13,458.90	529.51
06/06/12	58964	A		06/06/2012	CSF BALFOUR	OFFICE SUPPLIES	Culver City High School	01.0	00000.0	00000	27000	4350	4010000	11-12	VARSITY SPIRIT FASHIONS	2,939.48	13,458.90
06/07/12	58965	A		06/07/2012	AMERICAN CHEMICAL & SANITARY SUPPLY INC.	JANITORIAL SUPP/EQUIP	Culver City High School	01.0	00000.0	00000	81000	4370	4010000	11-12	CSF BALFOUR	1,000.00	2,939.48
06/07/12	58966	C		06/07/2012	THERAPY IN ACTION	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57520	11360	5810	0004040	11-12	AMERICAN CHEMICAL & SANITARY SUPPLY INC.	85.00	1,000.00
06/07/12	58967	A		06/07/2012	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57300	11100	4310	0004040	11-12	THERAPY IN ACTION	105.50	85.00
06/07/12	58968	C		06/07/2012	TIFFANY LAW GROUP	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	11-12	LAKESHORE LEARNING MATERIALS	15,000.00	105.50
06/07/12	58969	C		06/07/2012	WILLIAM SMYTHE & CHRISTINE ROESE	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	11-12	TIFFANY LAW GROUP	1,292.99	15,000.00

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

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 3

Report ID: LAPO009C

District: 64444

Run Date: 06/16/2012

Purchase Orders/Buyouts To The Board for Ratification From : 6/2/2012 To 6/15/2012

Run Time: 05:02:23AM
 WEEKLY

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
06/07/12	58971	A	06/07/2012	PAWAR TRANSPORTATION,	TRANSPORTATION SUPP/EQUIP/SERV	Special Education	58971	01.0	72400.0	50010	36000	5810	0004040	11-12	2,730.00	2,730.00
06/07/2012				PAWAR TRANSPORTATION, LLC			58971								2,730.00	
06/07/12	58972	A	06/07/2012	CYBERGUYS!	OFFICE SUPPLIES	Technology	58972	01.0	00000.0	00000	77000	4350	0005020	11-12	369.41	369.41
06/07/2012				CYBERGUYS!			58972								369.41	
06/07/12	58973	A	06/07/2012	LIGHTSPEED TECHNOLOGIES,	INSTRUCTIONAL SUPPLIES	Fairgait Elementary	58973	01.0	00000.0	16006	10000	4350	2050000	11-12	2,991.25	2,991.25
06/07/2012				LIGHTSPEED TECHNOLOGIES, INC.			58973								2,991.25	
06/13/12	58974	A	06/13/2012	ACSA	ADVERTISING	Human Resources	58974	01.0	00000.0	00000	74000	5830	0003000	11-12	520.00	520.00
06/13/2012				ACSA			58974								520.00	
06/11/12	58975	C	06/11/2012	LOS ANGELES PHILHARMONIC	FIELD TRIPS	Office of Child Development	58975	12.0	50253.0	85000	10000	5816	0000002	11-12	600.00	600.00
06/11/2012				LOS ANGELES PHILHARMONIC ASSOCIATION			58975								600.00	
06/11/12	58976	A	06/11/2012	PACIFIC CITADEL, INC.	FEES, LICENSE	Undistributed BUS SVCS	58976	25.0	00000.0	00000	00000	5870	0000000	11-12	4,020.64	4,020.64
06/11/2012				PACIFIC CITADEL, INC.			58976								4,020.64	
06/11/12	58977	C	06/11/2012	UCA SUMMER CAMPS	CONFERENCE AND TRAVEL	Culver City High School	58977	01.0	90151.0	16002	10000	5220	4010000	11-12	14,057.00	14,057.00
06/11/2012				UCA SUMMER CAMPS			58977								14,057.00	
06/12/12	58978	A	06/12/2012	AP EXAMS	INSTRUCTIONAL SUPPLIES	Culver City High School	58978	01.0	00000.0	16001	10000	4310	4010000	11-12	52,994.00	52,994.00
06/12/2012				AP EXAMS			58978								52,994.00	
06/13/12	58979	A	06/13/2012	WEST PAYMENT CENTER	BOOKS	Pupil Services		01.0	00000.0	00000	31400	4210	0004020	11-12	70.69	70.69
06/13/2012				WEST PAYMENT CENTER											70.69	

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

* Prior Year Payments

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

Report ID: LAPO009C
 District: 64444
 Page No. 4
 Run Date: 06/16/2012
 Run Time: 05:02:23AM
 WEEKLY

6/2/2012 To 6/15/2012

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
06/13/2012					WEST PAYMENT CENTER		58979									70.69	
06/13/12	58980	C	06/13/2012	06/13/2012	LACOE - DIV OF STUDENT SUPPORT	CONFERENCE AND TRAVEL	Pupil Services	01.0	00000.0	00000	31400	5220	0004020	11-12		100.00	
06/13/2012					LACOE - DIV OF STUDENT SUPPORT SERV		58980									100.00	
06/13/12	58981	C	06/13/2012	06/13/2012	LAW OFFICES OF GREGORY J. LEDERMAN	LEGAL SERVICES	Special Education	01.0	33100.0	57500	39000	5890	0004040	11-12		5,000.00	
06/13/2012					LAW OFFICES OF GREGORY J. LEDERMAN		58981									5,000.00	
06/13/12	58982	C	06/13/2012	06/13/2012	DANIEL G. STUBBS AS TRUSTEE OF THE	LEGAL SERVICES	Special Education	01.0	33100.0	57500	39000	5890	0004040	11-12		15,740.00	
06/13/2012					DANIEL G. STUBBS AS TRUSTEE OF THE LILA		58982									15,740.00	
06/13/12	58983	C	06/13/2012	06/13/2012	DANIEL G. STUBBS	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	11-12		2,000.00	
06/13/2012					DANIEL G. STUBBS		58983									2,000.00	
06/13/12	58984	A	06/13/2012	06/13/2012	PRO ATHLETICS LLC	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	90151.0	16002	10000	4310	4010000	11-12		2,479.50	
06/13/2012					PRO ATHLETICS LLC		58984									2,479.50	
06/13/12	58985	A	06/13/2012	06/13/2012	WESTBERG + WHITE, INC.	CONSTRUCTION SUPP/EQUIP	Undistributed BUS SVCS	21.0	00000.0	00000	85000	6210	0000000	11-12		6,304.20	
06/13/2012					WESTBERG + WHITE, INC.		58985									6,304.20	
06/13/12	58986	A	06/13/2012	06/13/2012	APPLE INC.	INSTRUCTIONAL SUPPLIES	Educational Services	01.0	00000.0	00000	21000	4310	0004000	11-12		126.15	
06/13/2012					APPLE INC.		58986									126.15	
06/13/12	58987	A	06/13/2012	06/13/2012	WELLS FARGO	OFFICE SUPPLIES	Special Projects	01.0	07392.0	00000	21000	5220	0004030	11-12		590.22	
06/13/2012					WELLS FARGO		58987									590.22	
06/13/12	58988	A	06/13/2012	06/13/2012	Human Resources	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	74000	4350	0003000	11-12		502.78	
06/13/2012					Human Resources		58988									502.78	
06/13/12	58989	A	06/13/2012	06/13/2012	Special Projects	CONFERENCE AND TRAVEL	Special Projects	01.0	00000.0	00000	74000	4350	0003000	11-12		586.30	
06/13/2012					Special Projects		58989									586.30	
06/13/12	58990	A	06/13/2012	06/13/2012	Special Projects	CONFERENCE AND TRAVEL	Special Projects	01.0	07392.0	00000	21000	5220	0004030	11-12		688.26	
06/13/2012					Special Projects		58990									688.26	

* Prior Year Payments

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

Report ID: LAPO009C Page No. **5**
District: 64444 Run Date: **06/16/2012**
 Purchase Orders/Buyouts To The Board for Ratification From: **6/2/2012 To 6/15/2012**
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified Run Time: **05:02:23AM**
WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
							58987	WELLS FARGO								2,367.56	
06/15/12	58988	A		06/15/2012	CDW-G	INSTRUCTIONAL SUPPLIES	La Ballona Elementary	01.0	91400.0	11100	10000	4340	2060000	11-12		794.96	
						06/15/2012	58988	CDW-G								794.96	

Total by District : 64444 170,452.66

End of Report LAPO009C

NONPUBLIC SCHOOLS:
 INCREASES - 6/8/12 **\$3,806.00 KAYNE ERAS CENTER**
APPROVED YTD: \$3,505,169.86

**CULVER CITY UNIFIED SCHOOL DISTRICT
DISTRICT WARRANTS REPORT
2011 - 2012**

COMMERCIAL WARRANTS

MAY 14, 2012 - JUNE 15, 2012	\$	2,258,369.00
------------------------------	----	--------------

PAYROLL WARRANTS

MAY 14, 2012 - JUNE 15, 2012	\$	3,801,270.78
------------------------------	----	--------------

TOTAL:	\$	<u>6,059,639.78</u>
--------	----	---------------------

BOARD REPORT

9.3 Financial Implication for Certificated Services Report No. 19

Total Fiscal Impact per Funding Source:

FLAP- JIP	\$ 10,150.00
FLAP – SIP	\$ 10,500.00
General Fund	\$ 96,741.25
General Fund – Athletics	\$ 1,879.47
Los Angeles County Office Regional Occupational Program	\$ 26,633.69
Office of Child Development	\$ 10,500.00
Remedial Summer School	\$ 65,841.00
School Improvement	\$ 1,050.00
Special Education	\$134,288.42
Title I – Part A	\$ 350.00
Title III – Immigrant Education	\$ 420.00

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19

I. Authorization and Ratification of Employment

A. Principal – La Ballona
Effective July 27, 2012
Funding Source: General Fund
Total Cost: \$93,555.60

1. Slabbinck, Jennifer

B. Special Education Extended School Year Teachers
Effective June 26, 2012 through July 26, 2012 at stated per diem, 5 hours per day,
4 days per week for a total of 20 days
Funding Source: Special Education
Total Cost: \$99,282.17

1.	Biagiotti, Edward	\$294.50 per diem
2.	Castro, Dianna (nurse)	\$247.05 per diem
3.	Deb, Anjali	\$283.15 per diem
4.	Diamond, Kimberly	\$265.60 per diem
5.	Flowers, Cyndi	\$255.15 per diem
6.	Hegarty, Shannon	\$265.60 per diem
7.	Hernandez, Valerie	\$311.75 per diem
8.	Hodge, Amy	\$328.10 per diem
9.	Levyn, Karen	\$341.65 per diem
10.	Lockhart, William	\$331.50 per diem
11.	Phillips, Daniel	\$287.80 per diem
12.	Ray, Sarah	\$199.00 per diem
13.	Roth, John	\$314.45 per diem
14.	Sweeney, Mary Ann	\$345.05 per diem
15.	Tollefson, Laura	\$328.10 per diem
16.	Vasseghi, Norma	\$271.15 per diem
17.	Velasquez, Christina	\$294.50 per diem

C. Special Education Extended School Year Psychologists
Effective June 26, 2012 through July 26, 2012 at stated per diem, 5 hours per day, not to
exceed 10 days
Funding Source: Special Education
Total Cost: \$2,686.50

1.	Glamore, Allease	\$268.65 per diem
2.	Miramontes, Martin	\$268.65 per diem

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 2

I. Authorization and Ratification of Employment - Continued

D. Special Education Extended School Year Teacher – Preschool Class

Effective June 26, 2012 through July 26, 2012 at stated per diem, 3 hours per day, 4 days per week for a total of 20 days

Funding Source: Special Education

Total Cost: \$ 1,291.20

1. Frederick, Georgia \$64.56 per diem

E. Special Education Extended School Year APE/Modified PE Specialist

Effective June 26, 2012 through July 26, 2012 at stated per diem, 5 hours per day, 3 days per week for a total of 15 days

Funding Source: Special Education

Total Cost: \$4,716.75

1. Thornton, Scott \$314.45 per diem

F. Special Education Extended School Year Program Specialists

Effective June 25, 2012 through August 29, 2012 at current per diem, not to exceed 30 days

Funding Source: Special Education

Total Cost: \$26,311.80

1. Cole, Christine 438.53 per diem

2. Grant, Sheila 438.53 per diem

G. Special Education Extended School Year Substitute Teachers

Effective June 26, 2012 through July 26, 2012 at \$100.00 per day, on-call, as needed, not to exceed 5 hours per day

Funding Source: Special Education

1. Cowden, Nathaniel

4. Sherrill, Robert

2. Lally-Arena, Kathleen (nurse)

5. Sires, Pearl

3. Scherling, Kathleen

6. Sterner, Pattamaporn (nurse)

H. ROP Steering Committee Representative

Effective July 1, 2012 through June 30, 2013 at 20% of current pay rate

Funding Source: LACOROP

Total Cost: \$20,352.19

1. Indelicato, Kimberly

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 3

I. Authorization and Ratification of Employment - Continued

I. Summer School Teachers – High School

Effective June 26, 2012 through August 2, 2012 at 100% of one month's salary
5 hours per day, 4 days per week, 24 total work days
Funding Source: Remedial Summer School
Total Cost: \$33,634.00

- | | | |
|----|-------------------|------------|
| 1. | Carter, Daniel | Geometry |
| 2. | Chapman, Jonathan | Algebra IA |
| 3. | Fontijn, Mariah | Algebra IB |
| 4. | Sanderson, Judith | Biology |
| 5. | Yen, Joan | Algebra II |

J. Summer School Teachers – High School

Effective June 26, 2012 through July 12, 2012 at 50% of one month's salary
5 hours per day, 4 days per week, 12 total work days
Funding Source: Remedial Summer School
Total Cost: \$14,881.50

- | | | |
|----|-------------------|---------------|
| 1. | Long, Raymond | World History |
| 2. | Mullen, Leona | English 11 |
| 3. | Nolan, Kelly | English 9 |
| 4. | Ortega, Kimberly | English 10 |
| 5. | Tarvyd, Katherine | Global Issues |

K. Summer School Teachers – High School

Effective July 16, 2012 through August 2, 2012 at 50% of one month's salary
5 hours per day, 4 days per week, 12 total work days
Funding Source: Remedial Summer School
Total Cost: \$17,325.50

- | | | |
|----|---------------------------|---------------|
| 1. | Cotton-Yarbrough, Phyllis | Health |
| 2. | Minguet, William | World History |
| 3. | Owens, Andrew | English 10 |
| 4. | Pollman, Steven | English 11 |
| 5. | Schulte, Penny | English 9 |

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 4

I. Authorization and Ratification of Employment - Continued

- L. Regional Occupational Program Teacher – High School, Summer Session
Effective June 25, 2012 through June 30, 2012 at \$36.95 per hour, not to exceed 20 hours,
4 hours per day
Funding Source: LACOROP
Total Cost: \$739.00
 - 1. Brandt, Michael

- M. Regional Occupational Program Teacher – High School, Summer Session
Effective June 25, 2012 through August 31, 2012 at \$36.95 per hour, not to exceed 150 hours,
5 hours per day, 15 hours per week
Funding Source: LACOROP
Total Cost: \$5,542.50
 - 1. Sunwaye, Lisa

- N. Extra Assignment – La Ballona, Dual Language Program Collaboration
Effective June 25, 2012 through June 26, 2012 at \$35.00 per hour, not to exceed 12 hours
Funding Source: Title III – Immigrant Education
Total Cost: \$420.00
 - 1. Rosales, Susan

- O. Extra Assignment – La Ballona, Create & Coordinate School Schedules
Effective June 1, 2012 through June 22, 2012 at \$35.00 per hour, not to exceed 10 hours
Funding Source: Title I – Part A
Total Cost: \$350.00
 - 1. King, Monika

- P. Extra Assignment – Farragut, 50% Co-Teacher Coverage
Effective June 14, 2012 through June 15, 2012 at half per diem rate of pay per day
Funding Source: General Fund
Total Cost: \$260.65
 - 1. Noonan, Teresa

- Q. Extra Assignment – District Office, Additional Substitute Coverage
Effective June 1, 2012 at half day substitute teacher pay
Funding Source: General Fund
Total Cost: \$125.00
 - 1. O’Neal, Shonda
 - 2. Redfern, Courtney

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 5

I. Authorization and Ratification of Employment - Continued

R. Extra Assignment – El Marino, Classroom Preparation
Effective June 1, 2012 through June 22, 2012 at \$35.00 per hour, not to exceed
4 hours per teacher
Funding Source: General Fund
Total Cost: \$2,800.00

- | | | |
|-------------------------|------------------------|-------------------------|
| 1. Bell, Monica | 8. Mejia, Elizabeth | 15. Padilla, Marisela |
| 2. Covarrubias, Johanna | 9. Mizuta, Naoko | 16. Paul, Cristina |
| 3. Ezaki, Satomi | 10. Miyagishima, Junko | 17. Rodriguez, Maria |
| 4. Haro, Ana | 11. Miyawaski, Tomoko | 18. Romero, Rebeca |
| 5. Llanos, Claudio | 12. Nakagawa, Kana | 19. Sorbille, Selva |
| 6. Magana, Susy | 13. Niimura, Hitomi | 20. Valenzuela, Asusena |
| 7. Martinez, Myrna | 14. Omuro, Mitsuko | |

S. Extra Assignment – El Marino, Spanish Assessment Development
Effective August 27, 2012 through August 28, 2012 at \$35.00 per hour, not to exceed
10 hours per teacher
Funding Source: FLAP-SIP
Total Cost: \$1,050.00

1. Bell, Monica
2. Covarrubias, Johanna
3. Padilla, Marisela

T. Extra Assignment – Middle School, 8th Grade Awards and Scholarship League Coordination
Effective April 9, 2012 though June 15, 2012 at \$35.00 per hour, not to exceed 30 hours
Funding Source: School Improvement
Total Cost: \$1,050.00

1. Wilcox, Kelley

U. Extra Assignment – Middle School, Spanish Dual Language Program-6th. Grade
Effective June 25, 2012 through July 6, 2012 at \$35.00 per hour, not to exceed 50 hours
Funding Source: FLAP-SIP
Total Cost: \$1,750.00

1. Martinez, Maria Luisa

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 6

I. Authorization and Ratification of Employment - Continued

V. Extra Assignment – Middle School, Finalizing Japanese Program Curriculum Framework
Effective July 2, 2012 through August 24, 2012 at \$35.00 per hour, not to exceed 100 hours
Funding Source: FLAP-JIP
Total Cost: \$3,500.00

1. Yamakawa, Masakawa

W. Extra Assignment – Middle School, Japanese Summer Curriculum Development
Effective July 16, 2012 through August 24, 2012 at \$35.00 per hour, not to exceed 50 hours
Funding Source: FLAP-JIP
Total Cost: \$1,750.00

1. Takahashi, Tatiana

X. Extra Assignment – Middle School, Coordinating Summer Curricular Activities for FLAP
Spanish and Japanese
Effective June 25, 2012 through August 28, 2012 at \$35.00 per hour, not to exceed 100 hours
Funding Source: FLAP-SIP (50%) & JIP(50%)
Total Cost: \$3,500.00

1. Shiratori, Mina

Y. Extra Assignment – Middle School, Spanish Curriculum Development
Effective June 25, 2012 through August 17, 2012 at \$35.00 per hour, not to exceed 170 hours
Funding Source: FLAP-SIP
Total Cost: \$5,950.00

1. Hurtado, Raul

Z. Extra Assignment – High School, Baseball CIF Playoffs
Effective May 11, 2012 through May 22, 2012 at stated stipend
Funding Source: General Fund - Athletics
Total Cost: \$654.56

1. Prieto, Richard \$654.56 stipend

AA. Extra Assignment – High School, Golf CIF Playoffs
Effective May 4, 2012 through May 21, 2012 at stated stipend
Funding Source: General Fund – Athletics
Total Cost: \$240.00

1. Salter, Thomas \$240.00 stipend

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 7

I. Authorization and Ratification of Employment - Continued

BB. Extra Assignment – High School, Track CIF Playoffs
Effective May 4, 2012 through May 21, 2012 at stated stipend
Funding Source: General Fund – Athletics
Total Cost: \$685.45

1. Wright, Jahmal \$685.45 stipend

CC. Extra Assignment – High School, Softball CIF Playoffs
Effective May 11, 2012 through May 17, 2012 at stated stipend
Funding Source: General Fund – Athletics
Total Cost: \$299.46

1. Pulido, Adan \$299.46 stipend

DD. Extra Assignment – High School, Japanese Summer Curriculum Development
Effective June 25, 2012 through July 13, 2012 at \$35.00 per hour, not to exceed 90 hours
Funding Source: FLAP-JIP
Total Cost: \$3,150.00

1. Gomyo, Chiaki

EE. Extra Assignment – High School, Meeting with FLAP Coordinator
Effective May 1, 2012 through May 30, 2012 at \$35.00 per hour, not to exceed 3 hours
Funding Source: FLAP-SIP
Total Cost: \$105

1. Diaz, Carina

FF. Extra Assignment – Office of Child Development, Preschool Testing
Effective July 1, 2012 through August 31, 2012 at \$35.00 per hour, not to exceed 50 hours
per teacher
Funding Source: Office of Child Development
Total Cost: \$10,500.00

1. Davis, Rene	4. Orozco, Lourdes
2. Langston, Marie	5. Sapir, Rosana
3. McClellan, Traci	6. Soliman, Nona

BOARD REPORT

9.3 Certificated Personnel Services Report No. 19 – Page 8

II. Transfer Correction

Previously approved on board report #18; 6/12/12, effective date not included

1. Vines, Eunice

From: High School
To: Adult School/Culver Park
Effective August 15, 2012

III. Resignations

1 Black, Sandra
Linwood E. Howe

Effective June 23, 2012
Reason: Retirement

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 19

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.4 **Financial Impact for Classified Personnel Services Report No. 19**

Total Funding Fiscal Impact:

Booster Club:	\$1,440.00
Food Services:	\$12,694.08
General Fund:	\$58,593.73
School Improvement:	\$138.72

BOARD REPORT

9.4 Classified Personnel Services Report No. 19

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Mohammad, Hala Secretary II
High School
8 hours per day, 11 months per year
Funding Source: General Fund
Effective August 1, 2012
Range 22 – \$3560.00 per month
Total Cost: \$39,160.00
2. Mercado, Ana Instructional Materials Clerk
High School – Secondary IMC –
Summer Assignment
Not to exceed 40 hours
Funding Source: General Fund
Effective July 2, 2012 through July 9, 2012
Range 20 – \$16.04 per hour
Total Cost: \$641.60
3. Goodwin, Gary Instructional Materials Clerk
High School – Secondary IMC –
Summer Assignment
Not to exceed 64 hours
Funding Source: General Fund
Effective July 10, 2012 through July 19, 2012
Range 20 – \$19.59 per hour
Total Cost: \$1,253.76
4. Tanimura, Susan Instructional Materials Clerk
High School – Secondary IMC –
Summer Assignment
Not to exceed 64 hours
Funding Source: General Fund
Effective July 20, 2012 through July 31, 2012
Range 20 – \$19.59 per hour
Total Cost: \$1,253.76
5. Quiñonez, Judith Substitute Clerk Typist
Food Services – Extra Assignment
Not to exceed 8 hours per day
Funding Source: Food Services
Effective July 1, 2012 through July 31, 2012
Hourly, as needed – \$14.14 per hour
Total Cost: \$2,375.52

BOARD REPORT

9.4 Classified Personnel Services Report No. 19– Page 2

I. Authorization, Approval & Ratification of Employment – continued

A. Clerical & Fiscal – continued

6. Tutunjian, Rosemarie
Substitute Clerk Typist
District Office – Superintendent’s Office
Extra Assignment
Not to exceed 12 hours per week
Funding Source: General Fund
Effective July 1, 2012 through June 30, 2013
Hourly, as needed – \$18.15 per hour
Total Cost: \$11,325.60

7. Herrera, Susan
Secretary II/Bilingual – Permanent
District Office – Extra Assignment
Translations – Not to exceed 100 hours
Funding Source: General Fund
Effective July 1, 2012 through June 30, 2013
Range 22 – \$22.18 per hour
Total Cost: \$2,218.00

B. Food Services

1. Avalos, Imelda
Senior Food Service Assistant
Food Services – Summer Assignment
Not to exceed 5 hours per day
Funding Source: Food Services
Effective June 26, 2012 through
August 3, 2012
Range 10 – \$14.61 per hour
Total Cost: \$1,753.20

2. De LaHoussaye, Dionne
Food Service Assistant
Food Services – Summer Assignment
Not to exceed 5 hours per day
Funding Source: Food Services
Effective June 26, 2012 through
August 3, 2012
Range 6 – \$13.85 per hour
Total Cost: \$1,662.00

BOARD REPORT

9.4 Classified Personnel Services Report No. 19– Page 3

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

3. Gonzalez, Maria
Food Service Assistant
Food Services – Summer Assignment
Not to exceed 5 hours per day
Funding Source: Food Services
Effective June 26, 2012 through
August 3, 2012
Range 6 – \$13.85 per hour
Total Cost: \$1,662.00

4. Redfern, Jill
Food Service Assistant
Food Services – Summer Assignment
Not to exceed 5 hours per day
Funding Source: Food Services
Effective June 26, 2012 through
August 3, 2012
Range 6 – \$13.85 per hour
Total Cost: \$1,662.00

5. Langarica, Susan
Senior Food Service Assistant
Food Services – Extra Assignment –
Registration – Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 20, 2012 through
August 27, 2012
Range 10 – \$15.18 per hour
Total Cost: \$728.64

6. Martinez, Rita
Senior Food Service Assistant
Food Services – Extra Assignment –
Registration – Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 20, 2012 through
August 27, 2012
Range 10 – \$15.18 per hour
Total Cost: \$728.64

BOARD REPORT

9.4 Classified Personnel Services Report No. 19– Page 4

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

7. Pineda, Delmy Senior Food Service Assistant
Food Services – Extra Assignment –
Registration – Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 20, 2012 through
August 27, 2012
Range 10 – \$15.18 per hour
Total Cost: \$728.64
8. Valencia, Lidia Senior Food Service Assistant
Food Services – Extra Assignment –
Registration – Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 20, 2012 through
August 27, 2012
Range 10 – \$15.18 per hour
Total Cost: \$728.64
9. Herrera, Connie Food Service Assistant
Food Services – Extra Assignment –
Registration – Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 20, 2012 through
August 27, 2012
Range 6 – \$13.85 per hour
Total Cost: \$664.80

C. Instructional Assistants

1. Salado, Alexandria Instructional Assistant – Special Education
High School – Extra Assignment –
Special Ed Training – Not to exceed 2.1 hours
Funding Source: General Fund – Special Ed
Effective April 30, 2012
Range 14 – \$14.61 per hour
Total Cost: \$30.68

BOARD REPORT

9.4 Classified Personnel Services Report No. 19– Page 5

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants – continued

2. Van Loo, Mary School Technology Technician
High School – Extra Assignment
Not to exceed 35 hours
Funding Source: General Fund
Effective June 22, 2012 through July 19, 2012
Range 21 – \$19.96 per hour
Total Cost: \$698.60

3. Perez, Angela Instructional Assistant – Physical Education
La Ballona – Extra Assignment –
Olweus Training
Not to exceed 8 hours
Funding Source: School Improvement
Effective June 1, 2012 through June 10, 2012
Range 15 – \$17.34 per hour
Total Cost: \$138.72

D. Coaches

1. Unoura, Bruce Temporary Assistant Golf Coach
High School – CIF Playoffs
Funding Source: General Fund – Athletics
Effective May 4, 2012 through May 21, 2012
Stipend of \$238.92

2. Huezo, Derrick Temporary Assistant Track Coach
High School – CIF Playoffs
Funding Source: General Fund – Athletics
Effective May 4, 2012 through May 19, 2012
Stipend of \$543.66

3. Jewett, Venus Temporary Assistant Track Coach
High School – CIF Playoffs
Funding Source: General Fund – Athletics
Effective May 4, 2012 through May 19, 2012
Stipend of \$685.49

4. Tillman, Melody Temporary Assistant Track Coach
High School – CIF Playoffs
Funding Source: General Fund – Athletics
Effective May 4, 2012 through May 19, 2012
Stipend of \$543.66

BOARD REPORT

9.4 Classified Personnel Services Report No. 19– Page 6

I. Authorization, Approval & Ratification of Employment – continued

E. Stipend Assignments

1. Graduation Supervision
High School
Not to exceed 4 hours
Funding Source: Booster Club
Effective June 22, 2012
Stipend of \$30.00 per hour
Total Cost: \$1,440.00

- | | |
|--------------------------|---------------------|
| a. Flores, Asusena | g. Holland, Lynne |
| b. Fujisawa, Margaret | h. Jauregui, Sylvia |
| c. Garcia-Salas, Michele | i. Meza, Jose |
| d. Gonzalez, Tina | j. Oviedo, Raul |
| e. Guinn, JoNellia | k. Rayford, LaShon |
| f. Heiner, Phyllis | l. Van Loo, Mary |

II. Authorization, Approval & Ratification of Leave of Absence

1. Sanceau, Sonia
Community Liaison/Vocational Aide III
High School – Workability
8 hours per day, school year
Education
Funding Source: General Fund – Special Ed
Effective August 29, 2012 through
February 28, 2013
Range 16 – \$15.18 per hour

III. Authorization, Approval & Ratification of Resignations

1. Castillo, Marc
Driver/Maintenance Worker
Maintenance, Operations & Transportation
7 hours per day, school year/
1 hour per day, school year
Retirement
Funding Source: General Fund
Effective June 30, 2012
Range 21 – \$19.96 per hour/
Range 24 – \$21.53 per hour

BOARD REPORT

9.4 Classified Personnel Services Report No. 19– Page 7

III. Authorization, Approval & Ratification of Resignations – continued

2. Liggett, Courtney Instructional Assistant – Special Education IIA
Lin Howe – 6 hours per day, school year
Personal
Funding Source: General Fund – Special Ed
Effective July 23, 2012
Range 16 – \$15.18 per hour

IV. Authorization, Approval & Ratification of Probationary Release

1. Gordon-Maple, Yolanda Food Service Assistant
Food Services
3 hours per day, school year
Funding Source: Food Services
Effective June 21, 2012
Range 6 – \$11.98 per hour
2. Klippel, Justin Instructional Assistant – Special Education
La Ballona – 3 hours per day, school year
Funding Source: General Fund – Special Ed
Effective June 22, 2012
Range 14 – \$14.61 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 19

Moved by:
Vote:

Seconded by:

BOARD REPORT

**6/26/12
9.5**

9.5 Approval is Recommended for the 2012-2013 Consolidated Application for Funding Categorical Aid Programs – Part I

Part I of the Consolidated Application indicates that our district requests participation in federal programs to include: Title I Basic Grant (Low Income/Low Achieving Students), Title II, Part A (Teacher and Principal Training and Recruiting), Title III (Limited English Proficient Students), and Title III (Immigrant). State programs include Economic Impact Aid. Other state programs, previously part of the Consolidated Application, are included as part of the Tier III Flexibility programs. These funds will not flow through the Consolidated Application for 2012-2013. Federal guidelines also allow local non-profit private schools to participate with the public school district in federal programs. Those participating schools are identified in Part I of the application.

RECOMMENDED MOTION:

That the Board Approves the 2012-2013 Consolidated Application for Funding Categorical Aid Programs – Part I.

Moved by:

Seconded by:

Vote:

2012-13 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/fo/r5/ca11assurances.asp>.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	7/11/2003
LEA Plan Web Site	http://www.ccusd.org/apps/pages/index.jsp?uREC_ID=42357&type=d&pREC_ID=276542

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Patricia Jaffe
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/18/2012

2012-13 Protected Prayer Certification

ESEA Title I, Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
 Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Patricia Jaffe
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/18/2012
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/26/2012
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Ana Rodas
DELAC review date	06/20/2012
Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If the review minutes are posted to the LEA's web site and the address provided here, they will not need to be loaded to CAIS.	http://www.ccusd.org/apps/pages/ind_ex.jsp?uREC_ID=42357&type=d&pREC_ID=102886
DELAC comment If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

California Department of Education

Culver City Unified (19 64444 0000000)

Consolidated Application

Status: Certified
Saved by: Kevin Kronfeld
Date: 6/18/2012 12:47 PM

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

2012-13 Title III, Part A Immigrant Proposed Obligations

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:

Jim Shields, Language Policy & Leadership Office, jshields@cde.ca.gov, 916-319-0267

Michele Anberg-Espinosa, Language Policy & Leadership Office, MANbergespinoza@cde.ca.gov, 916-323-4872

Projected entitlement:	\$11,800
Object Code - Activities	
1000-1999 Proposed certificated personnel salaries	\$400
2000-2999 Proposed classified personnel salaries	\$0
3000-3999 Proposed employee benefits	\$75
4000-4999 Proposed books and supplies	\$10,800
5000-5999 Proposed services and other operating expenditures	\$305
Proposed administrative and indirect costs	\$220
Total proposed obligations	\$11,800

2012-13 Title III, Part A LEP Proposed Obligations

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:

Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Michele Anberg-Espinosa, Language Policy & Leadership Office, MANbergespinoza@cde.ca.gov, 916-323-4872

Proposed entitlement:	\$91,154
Object Code - Activity	
1000-1999 Proposed certificated personnel salaries	\$60,000
2000-2999 Proposed classified personnel salaries	\$1,000
3000-3999 Proposed employee benefits	\$9,354
4000-4999 Proposed books and supplies	\$18,000
5000-5999 Proposed services and other operating expenditures	\$1,000
Proposed administrative and indirect costs	\$1,800
Total proposed obligations	\$91,154

California Department of Education

Culver City Unified (19 64444 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Kevin Kronfeld
Date: 6/18/2012 12:52 PM**2012-13 Other ESEA Nonprofit Private School Participation**

The LEA must provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below.

CDE Program Contact:Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229
Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Note: The programs displayed below may vary based on Application for Funding selections.

School Name	School Code	Enrollment	Title II Part A	Title II Part D 2009-10 Carryover Funds	Title III Part A LEP
Culver City Christian School	6929194	15	Y	N	N
ECF KAYNE -ERAS Center	6934715	169	Y	N	N
Echo Center	6994966	23	N	N	N
STAR Prep Academy	6205520	42	N	N	N
Summit View School Westside	7102890	112	N	N	N
The Willows Community School	7087083	398	N	N	N
Turning Point School	6982342	303	N	N	N
Village Glen School Westside	7102908	280	Y	N	N
Wildwood School	6994792	721	N	N	N

California Department of Education

Culver City Unified (19 64444 0000000)

Consolidated Application

Status: Certified
 Saved by: Kevin Kronfeld
 Date: 6/18/2012 12:52 PM

2012-13 Title I, Part A Nonprofit Private School Participation

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jsingh@cde.ca.gov, 916-319-0372
 Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries. The school list below includes all nonprofit private schools within the LEA's attendance area, to add a nonprofit private school outside of the LEA's boundaries, click on Add a School below.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Culver City Christian School	6929194	15	N	N		N	N	N
ECF KAYNE -ERAS Center	6934715	169	N	N		N	N	N
Echo Center	6994966	23	N	N		N	N	N
STAR Prep Academy	6205520	42	N	N		N	N	N
Summit View School Westside	7102990	112	N	N		N	N	N
The Willows Community School	7087083	398	N	N		N	N	N
Turning Point School	6982342	303	N	N		N	N	N
Village Glen School Westside	7102908	280	N	N		N	N	N
Wildwood School	6994792	721	N	N		N	N	N

California Department of Education

Culver City Unified (19 64444 0000000)

Consolidated Application

Status: Certified
 Saved by: Kevin Kronfeld
 Date: 6/18/2012 12:52 PM

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:

Geoffrey Ndirangu, EIA / LEP, gndirang@cde.ca.gov, 916-323-5831
 Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296

Group schools by grade span

Funding method

Yes
 LEP Only

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the EIA School Allocation Plan. The Plan should be saved in order to certify the data collection.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %
Linwood E. Howe Elementary	6012660	1	552	240	43.48	118	21.38
El Marino Elementary	6012678	1	757	105	13.87	110	14.53
El Rincon Elementary	6012686	1	566	243	42.93	61	10.78
Farragut Elementary	6012694	1	539	148	27.46	51	9.46
La Ballona Elementary	6012702	1	615	396	64.39	192	31.22
Culver City Middle	6057608	2	1665	732	43.96	151	9.07
Culver City High	1932201	3	2526	913	36.14	167	6.61
Culver Park High	1932656	3	90	30	33.33	24	26.67

California Department of Education

Culver City Unified (19 64444 00000000)

Consolidated Application

Status: Certified
 Saved by: Kevin Kronfeld
 Date: 6/18/2012 12:52 PM

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school
CDE Program Contact:

Larry Boese, Title I Monitoring & Support, lboese@cde.ca.gov, 916-319-0257
 Monique Moton, Title I Monitoring & Support, mmoton@cde.ca.gov, 916-319-0733

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- b - Magnet School
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern

Group Schools by Grade Span

District-wide Low Income %

Grade Span 1 Low Income %

Grade Span 2 Low Income %

Grade Span 3 Low Income %

Yes
 38.40%
 37.37%
 43.96%
 36.05%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
La Ballona Elementary	6012702	1	615	396	64.39	Y	N	1	Y		
Linwood E. Howe Elementary	6012660	1	552	240	43.48	Y	N	2	Y		
EI Rincon Elementary	6012686	1	566	243	42.93	Y	N	3	Y		
Farragut Elementary	6012694	1	539	148	27.46	N	N	4	N		
EI Marino Elementary	6012678	1	757	105	13.87	N	N	5	N		

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Culver City Middle	6057608	2	1665	732	43.96	Y	N	1	Y		
Culver City High	1932201	3	2526	913	36.14	N	N	1	N		
Culver Park High	1932656	3	90	30	33.33	N	N	2	N		

9.6 Enrollment Report

The attached reports display enrollment information for months nine and ten of the 2011-2012 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 months nine and ten of the 2011-2012 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Enrollment for the 9th School Month (4/2/12 - 4/27/12)
2011 - 2012

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	133	69	94	92	94	0	482
1	133	96	95	91	71	0	486
2	130	93	94	111	94	0	522
3	125	82	92	92	80	0	471
4	117	83	85	82	79	0	446
5	122	87	90	59	90	0	448
Spec Class	0	18	0	0	26	0	44
Elementary Total	760	528	550	527	534	0	2899

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	461			0	461
7	482			0	482
8	524			0	524
9		566	0	2	568
10		522	1	7	530
11		519	30	12	561
12		545	39	8	592
Spec Class	38	39	0	0	77
Secondary Total	1505	2191	70	29	3795

Total K-12 Enrollment	6694
------------------------------	-------------

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
54	21	30	8	87	96	296

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	Adults with Disabilities	Older Adults Prog	High School Subjects	Total
71	367	0	18	0	209	665

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 209 students enrolled in high school subjects, 73 concurrently attend high school

Culver City Unified School District
Enrollment for the 10th School Month (4/30/12 - 5/25/12)
2011 - 2012

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	133	68	94	92	92	0	479
1	133	91	95	91	71	0	481
2	130	93	94	111	93	0	521
3	126	81	92	92	80	0	471
4	117	83	85	82	79	0	446
5	122	88	90	59	88	0	447
Spec Class	0	18	0	0	28	0	46
Elementary Total	761	522	550	527	531	0	2891

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	461			0	461
7	480			0	480
8	523			0	523
9		567	0	2	569
10		521	1	7	529
11		518	31	13	562
12		544	35	10	589
Spec Class	38	40	0	0	78
Secondary Total	1502	2190	67	32	3791

Total K-12 Enrollment	6682
------------------------------	-------------

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
52	21	28	8	87	95	291

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	Adults with Disabilities	Older Adults Prog	High School Subjects	Total
89	372	0	18	0	226	705

Notes:

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 226 students enrolled in high school subjects, 60 concurrently attend high school.

Culver City Unified School District
Enrollment Comparison
10-11 vs 11-12

ELEMENTARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
El Marino	747	752	748	759	748	761	750	756	750	741
El Rincon	529	535	538	536	542	533	538	529	541	528
Farragut	523	552	526	550	524	553	523	552	522	547
La Ballona	524	526	532	532	532	530	531	532	529	523
Linwood Howe	500	539	494	540	502	539	504	537	502	534
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	2823	2904	2838	2917	2848	2916	2846	2906	2844	2873

SECONDARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
Middle School	1560	1527	1565	1529	1559	1526	1549	1520	1542	1510
High School	2290	2262	2298	2249	2271	2232	2259	2225	2251	2215
Culver Park	59	54	67	65	66	69	71	73	71	73
Ind. Study	8	2	0	3	28	17	29	17	30	19
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3917	3845	3930	3846	3924	3844	3908	3835	3894	3817

K-12 Total	6740	6749	6768	6763	6772	6760	6754	6741	6738	6690
------------	------	------	------	------	------	------	------	------	------	------

Culver City Unified School District
Enrollment Comparison
10-11 vs 11-12

ELEMENTARY	6th		7th		8th		9th		10th		11th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
El Marino	754	770	751	762	751	757	751	760	750	761	751	
El Rincon	544	531	546	530	552	526	547	528	542	522	547	
Farragut	525	552	525	551	524	549	526	550	521	550	526	
La Ballona	529	527	533	527	533	527	532	527	530	527	532	
Linwood Howe	505	534	505	531	505	531	503	534	501	531	503	
Ind. Study	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	2857	2914	2860	2901	2865	2890	2859	2899	2844	2891	2859	0

SECONDARY	6th		7th		8th		9th		10th		11th	
	School Month		School Month		School Month		School Month		School Month		School Month	
	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
Middle School	1540	1511	1540	1504	1535	1497	1533	1505	1510	1502	1533	
High School	2245	2214	2239	2202	2234	2194	2230	2191	2186	2190	2230	
Culver Park	75	70	74	69	74	71	73	70	67	67	73	
Ind. Study	30	20	30	25	27	25	27	29	32	32	27	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3890	3815	3883	3800	3870	3787	3863	3795	3795	3791	3863	0

K-12 Total	6747	6729	6743	6701	6735	6677	6722	6694	6639	6682	6722	0
-------------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	----------

BOARD REPORT

10.1 Presentation to Student Board Representatives

Every year Culver City Middle School and Culver Park High School appoint a student representative to the Board. Culver City High School appoints a student to serve as a student Board Member. Superintendent Jaffe will make a presentation to Kaelyn Gsellman of Culver City Middle School; Jessica Delgado of Culver Park High School; and Robert Myers of Culver City High School in honor of their service to the Board of Education during the 2011-2012 school year.

06/26/12

10.2

BOARD REPORT

10.2 Culver City Education Foundation Building Blocks for Education

The Culver City Education Foundation has an ongoing program, "Building Blocks for Education." Our "Building Blocks" are personalized brass plates affixed to the inside walls of the Culver City Unified School District offices. They create a lasting tribute to a person's achievement or memory. Members of the Education Foundation will be making a presentation.

12.1 2012-2013 Budget Presentation

In accordance with AB 1200, the "School District Fiscal Oversight" bill that was effective January 1, 1992, Culver City Unified School District uses the single adoption option when adopting its budget by June 30.

Education Code 42127A requires that the school district governing board hold a public hearing on the budget to be adopted. The date, time and location of the public hearing and the dates and locations at which the district's proposed budget may be inspected must be published in a local newspaper by the county superintendent per Code requirements.

As required by the Education Code, the 2012-13 Budget is being presented tonight in the required Standardized Account Code Structure (SACS) format. This document has been available at the District Office for review since June 22.

BOARD REPORT

6/26/12
12.2

12.2 **First Reading of Revised Administrative Regulation and Board Policy 6163.4, Student Use of Technology**

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

Revised Administrative Regulation and Board Policy 6163.4, Student Use of Technology, fulfills the mandate of 20 USC 6777 that districts adopt an Internet safety policy in order to qualify for federal universal service discounts for Internet access (E-rate discounts).

Revised Administrative Regulation and Board Policy 6163.4, Student Use of Technology, are being presented for a first reading.

STUDENT USE OF TECHNOLOGY

PROGRAM DEVELOPMENT

In order to match electronic resources as closely as possible to the approved district curriculum, district personnel will review and evaluate resources in order to offer "home pages" and menus of materials which comply with Board guidelines listed in Board Policy governing the selection of instructional materials. In this manner, staff will provide developmentally appropriate guidance to students as they make use of telecommunications and electronic information resources to conduct research and other studies related to the district curriculum. All students will be informed by staff of their responsibilities as users of the district network prior to gaining access to that network, either as an individual user or as a member of a class or group.

As much as possible, access to district information resources will be designed in ways which point students to those which have been reviewed and evaluated prior to use. While students may be able to move beyond those resources to others, which have not been evaluated by staff, they shall be provided with guidelines and lists of resources particularly suited to the learning objectives. Students may pursue electronic research independent of staff supervision only if they have been granted parental permission and have submitted all required forms. Permission is not transferable and may not be shared.

INTERNET RULES

Students are responsible for good behavior on school computer networks just as they are in a classroom or a school hallway. Communications on the network are often public in nature.

General school rules for behavior and communications apply.

The network is provided for students to conduct research. Independent access to network services is provided to students who agree to act in a considerate and responsible manner. Parent permission is required for minors. Access is a privilege, not a right. Access entails responsibility. Individual users of the district computer networks are responsible for their behavior and communications over those networks. It is presumed that users will comply with district standards and will honor the agreements they have signed.

Network storage areas may be treated like school lockers. Network administrators may review files and communications to maintain system integrity and insure that users are using the system responsibly. Users should not expect that files stored on district servers will always be private. During school, teachers will guide students toward appropriate materials. Outside of school, families bear responsibility for such guidance, as they must also exercise with information sources such as television, telephones, movies, radio and other potentially offensive media.

ACCEPTABLE USE POLICY FOR DISTRICT COMPUTER NETWORK

Although we do filter with a proxy server, the following are not permitted:

- Sending or displaying offensive messages or pictures
- Using or displaying offensive messages or pictures
- Using obscene language
- Harassing, insulting or attacking others

STUDENT USE OF TECHNOLOGY (Continued)

- ~~-Damaging computers, computer systems or computer networks~~
- ~~-Violating copyright laws~~
- ~~-Using others' passwords~~
- ~~-Trespassing in others' folders, work or files~~
- ~~-Intentionally wasting limited resources~~
- ~~-Employing the network for commercial purposes, including purchasing or selling environments~~
- ~~-Participating in chat rooms~~
- ~~-Downloading files without teacher permission~~

SANCTIONS

- ~~1. Violations will result in a loss of access.~~
- ~~2. Additional disciplinary action may be determined at the site level in line with existing practice regarding inappropriate language or behavior.~~
- ~~3. When applicable, law enforcement agencies may be involved.~~

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this Administrative Regulation, the accompanying Board Policy, and the district's Acceptable Use Policy for Electronic Resources for District Employees, describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 – District Technology Plan)

(cf. 4040 – Employee Use of Technology)

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

Teachers, administrators, and/or library media specialists shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

(cf. 6163.1 – Library Media Centers)

Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board Policy, the user obligations and responsibilities specified below, and the district's Internet Permission Form E6163.4.

STUDENT USE OF TECHNOLOGY (Continued)

1. The student in whose name an online services account is used is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.

2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.

3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as discrimination, intimidation, harassment or bullying of others based on actual or perceived characteristics and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 48900.2, 48900.3, and 48900.4)

(cf. 5131.2 – Bullying)

(cf. 5131 – Conduct)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual harassment)

(cf. 5145.9 – Hate-Motivated Behavior)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians. Personal information includes the student's name, date of birth, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board Policy, or Administrative Regulations.

(cf. 3513.3 – Tobacco-Free Schools)

(cf. 5131.6 – Alcohol and Other Drugs)

STUDENT USE OF TECHNOLOGY (Continued)

6. Students shall not use the system to engage in commercial or other for-profit activities.

7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.

8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

(cf. 5131.9 – Academic Honesty)

(cf. 6162.6 – Use of Copyrighted Materials)

9. Students shall not tamper with, alter, change, or attempt to alter or change student records (e.g., attendance, grades, transcripts).

10. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called “hacking.”

11. Students shall not attempt to interfere with other users’ ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual’s identity.

12. Students shall report any security problem or misuse of the services to the teacher or principal.

The district reserves the right to monitor use of the district’s systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

(cf. 5145.12 – Search and Seizure)

Whenever a student is found to have violated Board Policy, Administrative Regulation, or the district’s Internet Permission Form, the principal or designee may cancel or limit a student’s user privileges or increase supervision of the student’s use of the district’s technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board Policy.

(cf. 5144 – Discipline)

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

(cf. 5144.2 – Suspension and Expulsion/De Process (Students with Disabilities))

Instruction

AR 6163.4(e)

STUDENT USE OF TECHNOLOGY (Continued)

Regulation Reviewed: July 7, 1998

Regulation Revised: June 6, 2000

Revised Regulation Reviewed:

June 26, 2012

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

STUDENT USE OF TECHNOLOGY

ACCEPTABLE USE POLICY FOR DISTRICT COMPUTER NETWORK

Student Access to Networked Information Resources Procedures

The Board recognizes that as telecommunications and other new technologies shift the ways that information may be accessed, communicated and transferred by members of the society, those changes may also alter instruction and student learning. The Board generally supports access by students to rich information resources along with the development by staff of appropriate skills to analyze and evaluate such resources. In a free and democratic society, access to information is a fundamental right of citizenship.

Telecommunications, electronic information sources and networked services significantly alter the information landscape for schools by opening classrooms to a broader array of resources. In the past, instructional and library media materials could usually be screened prior to use by committees of educators and community members intent on subjecting all such materials to reasonable selection criteria. The Board Policy requires that all such materials be consistent with district-adopted guides, supporting and enriching the curriculum while taking into account the varied instructional needs, learning styles, abilities and developmental levels of the students. Telecommunications, because they may lead to any publicly available information in the world, will open classrooms to electronic information resources which have not been screened by educators for use by students of various ages.

Electronic information research skills are now fundamental to preparation of citizens and future employees during a modern society. The Board expects that staff will blend thoughtful use of such information throughout the curriculum and that the staff will provide guidance and instruction to students in the appropriate use of such resources. Staff will consult the guidelines for instructional materials contained in Board Policy and will honor the goals for selection of instructional materials contained therein.

Students are responsible for good behavior on school computer networks just as they are in a classroom or a school hallway. Communications on the network are often public in nature. General school rules for behavior and communications apply. The network is provided for students to conduct research and communicate with others. Access to network services will be provided to students who agree to act in a considerate and responsible manner.

Independent student use of telecommunications and electronic information resources will be permitted upon submission of permission forms, agreement forms by parents of minor students (under 18 years of age) and by students themselves, and by passing a test. Access to telecommunications will enable students to explore thousands of libraries, databases, and bulletin boards. The Board believes that the benefits to students from access in the form of information resources and opportunities for collaboration exceed the disadvantages. But ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their

STUDENT USE OF TECHNOLOGY (Continued)

children should follow when using media and information sources. To that end, the Culver City Unified School District supports and respects each family's right to decide whether or not to apply for independent access.

The Governing Board intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

- (cf. 0440 – District Technology Plan)**
- (cf. 1113 – District and School Web Sites)**
- (cf. 4040 – Employee Use of Technology)**
- (cf. 5131 – Conduct)**
- (cf. 6163.1 – Library Media Centers)**

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Internet Permission Form E6163.4.

- (cf. 5125.2 – Withholding Grades, Diploma or Transcripts)**
- (cf. 5144 – Discipline)**
- (cf. 5144.1 – Suspension and Expulsion/Due Process)**
- (cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))**
- (cf. 5145.12 – Search and Seizure)**

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Internet Permission Form E6163.4, specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

- (cf. 6162.6 – Use of Copyrighted Materials)**

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

STUDENT USE OF TECHNOLOGY (Continued)**Use of District Computers for Online Services/Internet Access**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Legal Reference:**EDUCATION CODE****51006 Computer education and resources****51007 Programs to strengthen technological skills****51870-51874 Education technology****60044 Prohibited instructional materials****PENAL CODE****313 Harmful matter****502 Computer crimes, remedies****632 Eavesdropping on or recording confidential communications****653.2 Electronic communication devices, threats to safety****UNITED STATES CODE, TITLE 15****6501-6506 Children's Online privacy Protection Act****UNITED STATES CODE, TITLE 20****6751-6777 Enhancing Education Through technology Act, title II, Part D, especially:****6777 Internet safety****UNITED STATES CODE, TITLE 47**

STUDENT USE OF TECHNOLOGY (Continued)

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: a Guide for Teachers, December 2000

MY SPACE.COM PUBLICATIONS

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

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

Web Wise Kids: <http://www.webwisekids.org>

Policy adopted: July 7, 1998

Policy revised: June 6, 2000

Revised Policy reviewed: June 26, 2012

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

BOARD REPORT

6/26/12

14.2a

14.2a Approval is Recommended for New CCHS Course – ROP Robotics Engineering

Culver City High School requests approval for a new class – ROP Robotics Engineering.

RECOMMENDED MOTION: That the Board approve a new CCHS Course – ROP Robotics Engineering.

Moved by:

Seconded by:

Vote:

Culver City Unified School District

Course Proposal

Proposal For: ROP Robotics Engineering

School: Culver City High School

Date: June 19, 2012

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

The Regional Occupational Program at Culver City High School provides vocational training in several areas – sports therapy and medicine, digital photography and animation, computer applications and web design, culinary arts, automotive technology, careers in education, lifeguarding, and retail and fashion merchandising. CCHS currently provides an after school Robotics program. However, students do not currently earn class credit for their involvement in the program nor does the program appear on their transcript. The addition of an ROP Robotics class will allow students to earn credit towards graduation and the class will appear on the student's transcripts (which colleges will see).

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

- 1) The course is intended to be: supplemental
- 2) Is the course intended for UC approval? No
- 3) Are there pre-requisites for this course? No

The course is intended for the following grade level(s): primarily 11 and 12, with some exceptions for 10th grade students.

Implications: List the related expenses and provide narrative explanation where necessary. Be specific with respect to what would need to happen and by when. What resources are needed to accomplish this goal?

Considerations

- 1) Scheduling and programming:

The class is intended to be implemented for the Fall semester of 2012. Only one section of the class will be offered.

- 2) Facilities, furniture, wiring, etc.

The class will be held in the classroom currently used by the after school Robotics program. The current classroom space includes a classroom setting with the equipment, tools, and supplies necessary for construction of Robotic projects (i.e.-robots). Additionally, the classroom space is conducive for instruction on theories including student desks, whiteboards, file cabinets and computers with internet access. The classroom is equipped with adequate lighting and electrical outlets.

3) Equipment, materials, supplies:

Tool chest	Attachments for portable drill (screwdrivers, etc)
Discs for portable grinder	Various size drill bits
Protective goggles	Cobalt drill bit set
Protective gloves	Various size wood/metal blades for saber saw
4 foot metal ruler	Various size wood/metal blades for reciprocating saw
Protective earphones	Various number of teeth blades for band saw
Vice for drill press	Various blades for circular saw
Clamp for drill press	Metal scribe (marking tool)
Various size nuts/bolts/metal screws	A closet with a pad lock to store tools

4) Personnel:

Currently, Mr. Davis, a math teacher, is the instructor/advisor/coach for our Robotics' program. He will teach these classes as part of his regular teaching assignment. Mr. Davis' salary for the ROP class will be paid for by ROP funds.

5) Other (lab fees, contest entrance fees, etc.)

ROP funds will support this class.

6) Implementation: Describe the steps which could realistically be undertaken in view of the practicalities and constraints of time and other resources.

A teacher has been identified for the class. A textbook is not required for this class. A budget has been identified and developed for the program.

Prepared By (Name):

Kim Indelicato, Assistant Principal

Approved By:

Dylan Farris, Principal

Preparer's Signature:




Site Administrator's Signature:



June 19, 2012

June 19, 2012



 Eileen Carroll
 Assistant Superintendent for Educational Services

June 20, 2012

BOARD REPORT

6/26/12

14.2b

14.2b Second Reading and Adoption of New Administrative Regulation and Board Policy 5131.2, and Form E5131.2, Students – Bullying

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

The new Administrative Regulation/Board Policy and Report Form 5131.2, Students – Bullying, fulfill the mandate of Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), that requires the Governing Board to adopt policy, effective as of July 1, 2012, prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics.

A new Administrative Regulation/Board Policy and Report Form E5131.2, Students – Bullying, are being presented for a second reading and adoption.

RECOMMENDED MOTION: That the Board adopts the New Administrative Regulation and Board Policy 5131.2, and Form E5131.2, Students – Bullying.

Moved by:

Seconded by:

Vote:

BULLYING

Bullying – Harassment

School behavior standards shall be coordinated district-wide, with particular attention to applying the standards for discrimination, intimidation, harassment, and bullying behavior fairly and consistently among schools at the same grade level. Schools will follow district guidelines and policies according to the Education Code and school rules pertaining to related matters such as discrimination, intimidation, harassment, bullying, suspension and expulsion.

Definitions

“Bullying” is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils that constitutes sexual harassment, hate violence or creates an intimidating or hostile educational environment, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Cyberbullying” includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

“Electronic act” is defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or post on a social network Internet Website, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.

(cf. 5145.2 – Freedom of Speech/Expression)

“Reasonable pupil” is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs. (Education Code 48900(r))

BULLYING (Continued)

The school district has jurisdiction to respond to bullying behavior that is related to school activity or school attendance and that occurs at any time, including, but not limited to, while on school grounds, at a school sponsored activity, while traveling to or from school, on a school bus, or during the lunch period whether on or off campus. (Education Code 48900(s))

Indicators of Discriminating, Intimidating, Harassing, and Bullying Behavior

- Behaviors may include, but are not limited to, the following:
 - Verbal: Hurtful name-calling, teasing, gossiping, making threats, making slurs or epithets, making rude noises, or spreading hurtful rumors.
 - Nonverbal: Posturing, making gang signs, leering, staring, stalking, destroying property, insulting or threatening notes, using graffiti or graphic images, or exhibiting inappropriate and/or threatening gestures or actions.
 - Physical: Hitting, punching, pushing, shoving, poking, kicking, tripping, strangling, hair pulling, fighting, beating, pinching, slapping, “pantsing”, biting, spitting, or destroying property.
 - Emotional (Psychological): Actively rejecting, terrorizing, extorting, defaming, intimidating, humiliating, blackmailing, manipulating friendships, isolating, shunning, ostracizing, using peer pressure, or rating or ranking personal characteristics.
 - Cyberbullying: Sending insulting or threatening messages by phone, e-mail, websites, or any other electronic or written communication. This policy pertains to cyberbullying that is related to school activity or attendance and is directed toward a pupil or school personnel.

Administrative Responsibilities

- Communicate and ensure staff, students, and parents/guardians are informed annually of the district policy and school procedures regarding discrimination, intimidation, harassment, and bullying, and all other related policies.
- Develop and incorporate anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying procedures into behavior or discipline codes. Review and revise these annually, as appropriate.
- Create an environment where the school community understands that discrimination, intimidation, harassment, and bullying are inappropriate and will not be tolerated.
- Develop interventions to address discrimination, intimidation, harassment, and bullying at all levels, school-wide, classroom, and individual.
- Provide staff training to certificated and classified staff to ensure that staff is able to identify the indicators of discrimination, intimidation, harassment, and bullying and understand their individual responsibilities to appropriately intervene and report discrimination, intimidation, harassment, and bullying behavior.

BULLYING (Continued)

- Provide training for new staff, as needed, on identification of and response to discrimination, intimidation, harassment, and bullying as well as on the use of district adopted materials related to discrimination, intimidation, harassment, bullying and violence prevention.
- Designate a site coordinator/district committee for oversight of the anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying program, including student instruction, implementation of prevention and intervention strategies, and dissemination of discrimination, intimidation, harassment, and bullying information to students, staff, and parents. The coordinator/district committee shall act as a contact for reporting incidents of discrimination, intimidation, harassment, and bullying and serve as a liaison for district-wide efforts to promote respect and a positive school climate in our schools.
- Enforce discrimination, intimidation, harassment, and bullying procedures for disciplinary action fairly and consistently per the school behavior expectations and CCUSD discipline matrixes.
- Assess or collect information from students regarding the extent of discrimination, intimidation, harassment, and bullying they witness or experience at school (e.g., anonymous survey, focus group input, or incident report analysis).

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 – Student Use of Technology)

(cf. 6142.8 – Comprehensive Health Education)

(cf. 6142.94 – History/Social Science Instruction)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

Staff Responsibilities

- Create an environment where students understand that discrimination, intimidation, harassment, and bullying are unacceptable and will not be tolerated.
- Discuss with all students all aspects of the discrimination, intimidation, harassment, and bullying policy and strategies to prevent discrimination, intimidation, harassment, and bullying.

BULLYING (Continued)

- Encourage students to report discrimination, intimidation, harassment, and bullying incidents.
- Learn to recognize the indicators of discrimination, intimidation, harassment, and bullying behavior.
- Intervene immediately when safe to do so and take corrective action when discrimination, intimidation, harassment, and bullying are observed. (Education Code 2341.1)
- Understand individual responsibility not only to intervene when discrimination, intimidation, harassment, and bullying are observed, but also, to report incidents and actions to appropriate administrators, the district office, or outside agencies, as required.

Student Responsibilities

- Take responsibility for helping create a safe school environment.
- Do not engage in or contribute to discrimination, intimidation, harassment, and bullying behaviors, actions, or words.
- Treat everyone with respect. Be sensitive to how others might perceive your actions or words.
- Report all incidents of discrimination, intimidation, harassment, and bullying, or other verbal or physical abuse.
- Understand the discrimination, intimidation, harassment, and bullying policy and guidelines and model them for others.
- Report discrimination, intimidation, harassment, and bullying behavior directed at oneself or others to a trusted adult.
- Never engage in retaliatory behavior or ask of, encourage, or consent to anyone's taking retaliatory actions on your behalf.
- Learn ways to protect oneself from discrimination, intimidation, harassment, and bullying and how to help others who have been bullied.

Parent Responsibilities

- Understand, discuss, and support this policy and school rules with your child.
- Report incidents of discrimination, intimidation, harassment, and bullying to your student's teacher, counselor, principal, or principal's designee.
- Learn the warning signs that your child might be a target or perpetrator of discrimination, intimidation, harassment, or bullying.

Responding to Discrimination, Intimidation, Harassment, and Bullying Complaints

- The district's response to discrimination, intimidation, harassment, and bullying shall be comprehensive and involve staff, students, parents/guardians, and the community, as

BULLYING (Continued)

appropriate, in order to address discrimination, intimidation, harassment, and bullying at all school levels.

- A complaint may be made to any site or district level staff person, as appropriate. Targets of discrimination, intimidation, harassment, or bullying are encouraged to file their complaint in writing, using the Bullying Complaint Form (E 5131.2). However, oral complaints will be accepted.
- All discrimination, intimidation, harassment, and bullying complaints shall be investigated and resolved within 15 business days of the filing of a complaint.
- The response shall:
 - Take reports of bullying seriously.
 - Provide all parties involved with assurances regarding district policies on confidentiality and non-retaliation in the complaint investigation.
 - Encourage individuals who witness discrimination, intimidation, harassment, or bullying to report such incidents per the district report procedures.
 - Obtain specific information relevant to any discrimination, intimidation, harassment, or bullying complaint such as: the date, time, location, witness(es), and whether this was an isolated incident or related to previous incidents.
 - Obtain a written statement from the complainant. If the complainant is unable to provide a written statement, school personnel shall assist in writing a statement as dictated by the complainant. It is important to note that any oral report of discrimination, intimidation, harassment, or bullying is to be considered a complaint and, as such, must be investigated.
 - Obtain a written statement from the student alleged to have committed the discriminating, intimidating, harassing, or bullying act. If the student is unable to provide a written statement, school personnel shall assist in writing a statement as dictated by the student.
 - Obtain statements from any witnesses, as appropriate.
 - Assure the student reporting discrimination, intimidation, harassment, or bullying that steps will be taken to monitor that the behavior does not continue. Provide the individual with the names of school personnel who can help if the situation continues, escalates, or arises again.
 - Determine what type of action or consequences will resolve the situation.
 - Follow the school behavior guidelines.
- Consequences for a student who commits an act of discrimination, intimidation, harassment and bullying shall be appropriate according to:
 - The nature of the behavior.
 - The developmental age of the student.
 - The student's history of problem behaviors and performance.
 - Consistent with related Board policies and schools' codes of conduct.
- Inform the parents/guardians of both the target and the child who allegedly committed the act of discrimination, intimidation, harassment, or bullying of the following:
 - The nature of the incident.

BULLYING (Continued)

- The results of the investigation.
- The type of action(s), consequences, and follow-up that will be taken to resolve the situation (as appropriate to ensure confidentiality).

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 – Conflict Resolution/Peer Mediation)

(cf. 5144 – Discipline)

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

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

(cf. 6159.4 – Behavioral Interventions for Special Education Students)

Other Considerations

- If the student who suffered discrimination, intimidation, harassment, or bullying (or parent/guardian on behalf of the student) disagrees with the resolution of the complaint, she/he may file an appeal to the Assistant Superintendent for Educational Services. An appeal must be filed within 15 calendar days of resolution of the initial complaint.
- If the student who suffered discrimination, intimidation, harassment, or bullying (or parent/guardian on behalf of the student) disagrees with the resolution of the appeal, she/he may file a complaint in accordance with district Uniform Complaint Policy and Procedures. Students and parents/guardians are to be informed annually of the process by which they may make a report of discrimination, intimidation, harassment, or bullying or file a Uniform Complaint.
- It is important to note that discrimination, intimidation, harassment, or bullying may, at times, be part of a continuum of violence and that some discrimination, intimidation, harassment, or bullying actions can and do constitute other categories of misconduct such as sexual harassment, hate-motivated behavior, assault, or child abuse, and as such, they would violate other district policies. When discrimination, intimidation, harassment, or bullying behavior does escalate to the level of violating other district policies, district personnel are obligated to adhere to appropriate district reporting guidelines and protocols and may be required to report to one or more offices or outside agencies, as appropriate.

BULLYING (Continued)

Legal Reference:

EDUCATION CODE

200-262.4 – Prohibition of Discrimination

35181 – Governing Board policy on responsibilities of students

35291-35291.5 – Rules

48900-48925 – Suspension or expulsion

PENAL CODE

647 – Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 – Use of camera or other instrument to invade person's privacy; punishment

653.2 – Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 47

254 – Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F. Supp. 2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

WEBSITES

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

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Regulation

Reviewed: June 12, 2012

June 26, 2012

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

BULLYING

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 – Conduct)

(cf. 5136 – Gangs)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual Harassment)

(cf. 5145.9 – Hate-Motivated Behavior)

Bullying/Harassment

The Board of Education affirms the right of every student to attend a school that is safe and secure. Therefore, the district, schools, students, parents/guardians and community have an obligation to promote mutual respect and safe, harmonious relations that support dignity and equality. To that end, the district has in place policies, procedures, and practices that are designed to reduce and eliminate discrimination, intimidation, harassment, and bullying as well as processes and procedures to address incidents of discrimination, intimidation, harassment, and bullying when they occur.

These policies and procedures must be disseminated annually to staff, students, and parents/guardians. These policies shall be publicized to students, parents, employees, agents of the governing board, and the general public.

The district will not tolerate discrimination, intimidation, harassment, bullying or any behavior that infringes on the safety or well-being of students, staff, or any other persons within the district's jurisdiction whether directed at an individual or group. This includes, but is not limited to, discrimination, intimidation, harassment, and bullying based on actual or perceived characteristics and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 48900.2, 48900.3, and 48900.4)

The Board recognizes that some acts of discrimination, intimidation, harassment, and bullying may be isolated and/or unintentional incidents requiring that the school respond appropriately to the individuals committing the acts. Other acts may indicate a larger pattern of discrimination, intimidation, harassment, or bullying that require a response either at the classroom, school site, or district levels or by law enforcement officials. Consequences and appropriate remedial

BULLYING (Continued)

actions for a student who commits an act of discrimination, intimidation, harassment, or bullying may range from behavioral intervention and education up to and including suspension or expulsion. This policy applies to all acts related to school activity or attendance occurring within a school under the jurisdiction of the Superintendent of the district.

In addition to the grounds specified in Education Code sections 48900, sections 48900.2, 48900.3, and 48900.4 provide additional authority to discipline a pupil for conduct that amounts to bullying. (Education Code 48900, 48900.2, 48900.3 and 48900.4)

Reporting Violations of this Policy

The principal or principal's designee at each school shall be responsible for receiving complaints alleging violations of this policy. All staff is expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of discrimination, intimidation, harassment, or bullying, to immediately intervene when safe to do so, call for assistance, and report such incidents. The Board requires that staff follow district and school procedures for reporting alleged acts of bullying.

All other members of the school community, including students, parents/guardians, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy. While submission of the report form is not required, the reporting party is encouraged to use the report form available from the principal of each school or at the District Office. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Prompt and reasonable investigation of alleged acts of discrimination, intimidation, harassment, or bullying is expected.

Students are expected to report all incidents of discrimination, intimidation, harassment, bullying, teasing, or other verbal or physical abuse. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, principal, or staff person. If the student who was bullied believes the situation has not been remedied, she/he may file a complaint in accordance with district procedures.

Students and parents are to be informed annually of the process by which they may make reports of bullying or harassment.

Complaints and Investigation

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

BULLYING (Continued)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

- (cf. 3515.4 – Recovery for Property Loss or Damage)
- (cf. 5137 – Positive School Climate)
- (cf. 5131.5 – Vandalism, Theft, and Graffiti)
- (cf. 5144.1 – Suspension and Expulsion/Due Process)
- (cf. 5144.2 – Suspension and Expulsion/Due Process – Students with Disabilities)
- (cf. 5145.3 – Nondiscrimination/Harassment)
- (cf. 5145.7 – Sexual Harassment)
- (cf. 5145.9 – Hate-Motivated Behavior)

Legal Reference

EDUCATION CODE

- 200-262.4 – Prohibition of discrimination on the basis of sex
- 48900.2 - Additional grounds for suspension or expulsion; sexual harassment
- 48900.3 - Additional grounds for suspension or expulsion; Hate Violence
- 48900.4 - Additional grounds for suspension or expulsion; harassment, threats or intimidation
- 48904 - Liability of parent/guardian for willful student misconduct
- 48980 - Notice at beginning of term

Policy

Reviewed: June 12, 2012

June 26, 2012

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

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

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.

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 and 48900.3
Board Policy – AR 5144.1 (e)

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

BOARD REPORT

6/26/12

14.2c

14.2c Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #11-11-12

Under AR 5144.1(s) a student may have an alternative to an expulsion hearing. A stipulated expulsion is a proposed recommendation to expel presented to the Board of Education that bypasses the hearing process based on agreement of the district and parent/guardian.

All of the following must occur for a stipulated expulsion to be considered:

- a) the facts leading to the recommendation to expel are not disputed, and
- b) the principal and Superintendent's designee believe it is in the best interest of the student, and
- c) parent/guardian and principal agree that it is unnecessary to convene an administrative hearing panel to make a recommendation to the Board to expel, and
- d) the parent/guardian voluntarily agrees to a proposed expulsion order that will be presented to the Board of Education for action.

District Administration recommends that Case #11-11-12, a 9th grade student at Culver City High school, be expelled from the Culver City Unified School District and be referred to a Community Day School. The student will be expelled under the terms and conditions of a stipulated expulsion that will remain in effect through January 28, 2013.

RECOMMENDED MOTION: That the Board approve the stipulated expulsion of Case # 11-11-12 through January 28, 2013 and that the student be referred to a Community Day School.

Moved by:

Seconded by:

Vote:

BOARD REPORT

6/26/12

14.3a

14.3a Adoption of the 2012-2013 Budget

The 2012-2013 budget was developed using a variety of methods, including analyses of trending, forecasts, projections, and actual cost data. Forecasts of income and expenditures for 2012-2013 were based upon the "May Revise" of the Governor's Proposed Budget, projections from School Services of California, and information from the County Office of Education.

Included in the analyses are typical annual budget expenditure changes for step, column, longevity, changes in benefit rates and enrollment, the addition of known new costs, and inflationary increases where applicable.

RECOMMENDATION

That the Board of Education adopt the 2012-2013 Budget.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**6/26/12
14.3b**

14.3b Resoluton #16/2011-2012 – Contract Between Culver City Unified School District and SunPower Corporation

The Board of Education previously approved installation of Solar Panels to be funded by the Capital Project Fund. The District invited a request for proposals and received three proposals from solar vendors. The District then reviewed the presentations and proposals, and compared data in order to select a vendor.

After careful review, SunPower was selected as the vendor for the project. The District entered into negotiations with the vendor as authorized by the Board on April 24, 2012, and has reached an agreement with SunPower for the project.

Staff recommends approving the contract with SunPower and adopting a Resolution to enter into an energy savings service agreement with the vendor. SunPower has reviewed the District's needs and has agreed to provide installation of solar panels, ongoing monitoring services and a performance guarantee for twenty-five years.

RECOMMENDED MOTION: That the Board of Education of Culver City Unified School District adopt the attached resolution and approve the contract with SunPower Corporation to provide installation of solar panels, monitoring services and a twenty-five year performance guarantee.

Moved by:

Seconded by:

Vote:

CULVER CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 16 / 2011-2012
RESOLUTION TO ENTER INTO AN ENERGY SERVICE CONTRACT

WHEREAS, Government Code section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the district of thermal, electrical or other energy that would have been consumed by the district in the absence of those purchases; and

WHEREAS, SunPower Corporation ("SunPower"), in connection with District staff, has completed an assessment of the Culver City Unified School District's current energy usage and projected energy usage with and without the installation of energy conservation facilities and recommends the installation of energy conservation facilities in the form of a 869.13 kWp / 750.00 kW-ac photovoltaic system ("Energy Conservation Facilities"), at the District's facilities located at 4601 Elenda Street, Culver City, CA 90230 (the "Site"); and

WHEREAS, SunPower has represented to the District that SunPower has developed certain procedures for the design and provision of energy conservation facilities for the production of energy from alternate sources, namely photovoltaic systems, as defined in Government Code section 4217.11; and

WHEREAS, SunPower has analyzed the energy needs of the Site and has represented that provision of the Energy Conservation Facilities on the Site will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District based upon their energy analysis, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Clyde Murley, a solar program consultant ("Consultant") retained by the District, has reviewed the reports, analysis and presentation provided by SunPower and has prepared an analysis of the net cost savings to the District, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, on June 26, 2012, pursuant to Government Code section 4217.10 et seq., the Board held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into an energy service contract ("Contract") for the design and installation of Energy Conservation Facilities by SunPower; and

WHEREAS, based upon the reports, analysis and presentation by SunPower and the Consultant, the anticipated cost to the District for solar energy that will be generated by the Energy Conservation Facilities will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Facilities; and

WHEREAS, the District desires to enter into the Contract, through which SunPower would provide, design and install the Energy Conservation Facilities pursuant to the terms and conditions of the Contract.

NOW, THEREFORE, BE IT RESOLVED that it is found, determined and resolved by the Governing Board of the District as follows:

1. The above recitals are true and correct.
2. The District held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
3. Based upon all available information, including but not limited to reports, analysis and presentations by SunPower and the Consultant, reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interests of the District to enter into the Contract SunPower.
4. The Board hereby approves the Contract in substantially the form provided to the Board and the District's Superintendent, Board President and designees are authorized to enter into the Contract with SunPower, and to take all steps and perform all actions necessary to enter into the Contract with SunPower, and to take any actions deemed necessary to protect the interests of the District.

PASSED AND ADOPTED by the Board of Education of the Culver City Unified School District at a regular meeting held on June 26, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: _____

SIGNED:

Karlo Silbiger
President
Board of Education

I, _____, Secretary of the Board of Education, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the Culver City Unified School District at the regular meeting on June 26, 2012, which resolution is on file in the office of said Board.

DATED: _____

SIGNED:

Secretary
Board of Education

Performance Guarantee Agreement

Between

SunPower Corporation, Systems

And

Culver City Unified School District

Table of Contents

SOLAR SYSTEM PERFORMANCE GUARANTEE AGREEMENT	3
Article I. Defined Terms	3
Article II. Performance Guarantee Price.....	6
Article III. Performance Guarantee	7
Article IV. Customer Responsibilities	8
Article V. Expected Energy Adjustment	10
Article VI. Miscellaneous Provisions	10
Exhibit A: Solar Power System	14
Exhibit B: Expected Energy	15
Exhibit C: Avoided Energy Price.....	16
Exhibit D: Typical Solar Insolation and AC Energy.....	17
Exhibit E: Performance guarantee Fees.....	18

SOLAR SYSTEM PERFORMANCE GUARANTEE AGREEMENT

THIS SOLAR SYSTEM PERFORMANCE GUARANTEE AGREEMENT ("Agreement") dated June 26, 2012 ("Effective Date"), is entered into by and between SUNPOWER CORPORATION, SYSTEMS, a Delaware corporation ("SunPower"), with its principal place of business at 1414 Harbour Way South, Richmond, California 94804, and Culver City Unified School District ("Customer") with its principal place of business at 4034 Irving Pl., Culver City, CA. In this Agreement, SunPower and Customer are referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, SunPower has separately entered into a Engineering, Procurement and Construction Agreement ("EPC") and Operations and Maintenance Agreement ("O&M Agreement") with Customer (collectively, "Solar Agreement") pursuant to which Customer has purchased from SunPower the solar power System identified on Exhibit A: Solar Power System; and

WHEREAS, SunPower and Customer desire to enter into an agreement pursuant to which SunPower will guarantee annual energy generation by the System;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, SunPower and Customer agree as follows:

ARTICLE I. DEFINED TERMS

Section 1.01 Defined Terms.

As used in this Agreement, the following terms shall have the meanings set forth below:

Actual Generation means, for each Guarantee Year during the Term, the System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as measured under Section 3.03.

Additional Terms means each period of time the Customer elects to extend Agreement commencing on the fifth (5th) anniversary of the previous term and expiring after five (5) years. Customer may elect to extend for an additional term by sending a written request for term extension to SunPower at least 90 days prior to the expiration of the then current term.

Avoided Energy Price per kWh means the amount that the Customer will be paid for each Kilowatt-hour as set out in Exhibit C: Avoided Energy Price.

Commissioning Date means the date the System is capable of commercial deliveries of energy to the full extent of its designed capacity and commences delivery of energy for sale or use.

Customer Responsibilities shall have the meaning set forth in Section 4.02.

Data Acquisition System or DAS means SunPower's system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site and software housed on SunPower's DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Sites: actual AC electricity production of the System (in kWh) and solar irradiance (in W/m²)

Expected Energy means, for the System in a specified Guarantee Year, the kilowatt hours set forth on Exhibit B: Expected Energy.

Force Majeure means:

- Acts of God, including, without limitation, earthquakes, epidemics, landslides, fires, volcanic activity, storms and floods or similar occurrence;
- Acts of terrorism, vandalism, theft, a public enemy, war, war defense conditions, blockade, insurrection, riots, general arrest or restraint of government and people, or civil disturbance;
- Any general (i.e., national or regional) strikes, walkouts, lockouts, or similar industrial or labor actions or disputes (excluding strikes, walkouts, lockouts or similar industrial or labor actions limited to a party or any subcontractor or materials supplier);
- Any temporary or permanent quarantines, blockades, rules or regulations, enacted or imposed by governmental authorities causing any disruption to System energy generation or impedance to a party's Site access;
- Changes in any law, ordinance, or regulation relating specifically to the design, construction, installation, interconnection or operation of the System which law is effective after the date of this Agreement that materially and adversely affects the ability of a Party to perform its obligations under this Agreement or under the Solar Agreement;
- Fire, explosion or other casualty to the extent not caused by a breach of the Warranty;
- Impingements on solar access by structures or activities on neighboring sites or by facilities that are beyond the control of either Party;
- Externally caused outages, including:
 - Network Disturbance Hours: hours during the Period when a fluctuation in the utility network parameters (e.g., a frequency or

voltage variation) disconnected the inverters or Facility from the utility network and prevented energy from being evacuated from the Facility

- Network Outage Hours: hours during the Period when a failure in the distribution network or in the Connection Infrastructure prevented energy from being evacuated from the Facility
- Owner Caused Hours: hours during the Period when the equipment or Facility is off-line due to Owner required outages
- Major Maintenance Hours: hours during the Period when the equipment or Facility is off-line due to Owner-requested major maintenance work that falls outside of the scope of System Services, as defined by and provided pursuant to the O&M Agreement, and the warranties provided under the EPC.

Guaranteed Level means 97% of the Expected Energy for a Guarantee Year for specified System(s).

Guarantee Year means each successive 12-month period during the Term commencing on the first day of the Term.

In Compliance Letter shall have the meaning set forth in Section 4.03.

Initial Term means the period of time commencing on the Commissioning Date of the first System commissioned pursuant to the Solar Agreement and expiring five (5) years after the Commissioning Date of the last system commissioned pursuant to the Solar Agreement.

Kilowatt-hour or kWh means electrical energy expressed in kilowatt-hours and recorded from the kWh interval records of the Revenue Meter.

Noncompliance Period shall have the meaning set forth in Section 4.03.

Out of Compliance Letter shall have the meaning set forth in Section 4.03.

PVSim means the software program utilized by SunPower to predict the amount of energy a Solar Power System will produce in an average year which currently has the following characteristics: (1) based on PVFORM, the photovoltaic simulation software produced by Sandia National Laboratories and the US Department of Energy, (2) all photovoltaic characteristics are modeled, (3) all ancillary array losses are taken into account and (4) PVSim simulations use either measured data or typical meteorological year files from Meteororm and NREL.

Revenue Meter means the principal meter of a given System from which energy output is read and documented.

SEMMY or Simulated Energy in a Measured Meteorological Year, means, with respect to any Guarantee Year, Year 1 AC Energy output of the System simulated by PVSim using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used in calculating SETMY.

SETMY or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy output of the System simulated by PVSIM using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.

Site means the real estate where the System and any support structure are located including any building and building roof that touch or support the System.

Solar Agreement means the agreement(s) described in the recitals.

System means Customer's photovoltaic system located at the Site and purchased from SunPower as more particularly identified in Exhibit A: Solar Power System.

Subcontractor means, any person or firm who contracts with SunPower or with any contractor of any tier operating under a contract with SunPower to provide or furnish any supplies, materials, equipment, or services of any kind, whether design, construction, service, or otherwise, for the System.

True-up Period means each successive Five (5) year period during the Term commencing on the first day of the Term.

Weather Adjustment means the method for reconciling expected kWh during a typical weather year with the actual meteorological conditions measured on-site, as described in Section 3.01.

Weather File means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: Meteonorm Los Angeles, CA.

ARTICLE II. PERFORMANCE GUARANTEE PRICE.

Section 2.01 Price

In consideration of SunPower entering into this Agreement, Customer shall pay to SunPower on the commissioning date, for each System commissioned pursuant to the Solar Agreement, the sum specified for the Initial Term in Exhibit E: Performance Guarantee Fees. For each Additional Term that the Customer elects to extend the Agreement, Customer shall pay to SunPower on the commencement of the Additional Term the sum specified in Exhibit E: Performance Guarantee Fees.

Section 2.02 Price Adjustment

An adjustment to the price set forth in this Section II will be made in the event that, prior to commissioning, there is any Customer-approved change in the Systems' Expected Energy. If SunPower provides notification of changes to Expected Energy, the price shall be adjusted proportionate to the change in Expected Energy.

ARTICLE III. PERFORMANCE GUARANTEE

SunPower guarantees to Customer that the Actual Generation of the System during any Guarantee Year, subject to the limitations, terms and conditions stated in this Agreement, shall be not less than the product of the Guaranteed Level and the Expected Energy, as adjusted for measured metrological conditions in Section 3.01.

Section 3.01 Guaranteed Output Calculations.

SunPower shall calculate the Annual Deficit for each Guarantee Year during the Term:

$$\begin{aligned} \text{Annual Deficit} \\ &= (\text{Expected Energy} \times \text{Guaranteed Level}) \\ &\times \text{Weather Adjustment} - \text{Actual Generation} \end{aligned}$$

Where "Weather Adjustment" means the following ratio:

$$\frac{\text{Simulated Energy in a Measured Meteorological Year (SEMMY)}}{\text{Simulated Energy for a Typical Meteorological Year (SETMY)}}$$

For each Guarantee Year, SunPower shall calculate the Annual Deficit and Annual Surplus.

Section 3.02 Guarantee Payment/Reimbursement.

- (a) At the end of each True-up Period:
 - (i) if the \sum Annual Deficits > 0 , then SunPower shall pay to Customer an amount equal to the product of (i) the Annual Deficit and (ii) the Avoided Energy Price per kWh for each Guarantee Year, aggregated for the Guarantee Years comprising such True-Up Period (a "Guarantee Payment");
 - (ii) SunPower shall, by invoice, promptly notify Customer of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.
- (b) At the end of each True-up Period, SunPower shall provide Customer with a report detailing the calculations set forth in Section 3.01 for each Guarantee Year. This report shall contain sufficient information for the Customer to be able to determine the accuracy of SunPower's conclusion as to the amount, if any, of Guarantee Payment.

Section 3.03 Actual Generation Measurement.

The process for measuring Actual Generation for each Guarantee Year shall be:

- (a) **Initial Output Data Collection.** During the Term, SunPower will collect energy output data using its Data Acquisition System. For each

Guarantee Year, SunPower will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Year.

- (b) **Equipment Calibration and Replacement.** SunPower may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. SunPower shall notify the other Party of the scheduled calibration date and time no less than 30 days prior, and shall provide the Customer written proof of calibration or replacement.
- (c) **Contingency for Equipment Failure.** In the event of hardware, communication, or other failure affecting the DAS, SunPower will make commercially reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, Actual Generation shall be adjusted to compensate for such lost data:
 - (i) In lieu of lost meteorological data, SunPower will utilize such data obtained from a nearby meteorological station that SunPower monitors and selects for such purpose.
 - (ii) In lieu of lost electricity data, SunPower will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, SunPower will simulate electricity production during the missing interval utilizing measured meteorological data and PVSIM. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Year.

This Section 3.03(c) states SunPower's sole liability, and Customer's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS.

ARTICLE IV. CUSTOMER RESPONSIBILITIES

Section 4.01 Designated Contacts.

Customer hereby designates an individual as "Primary Contact" and another individual as "Secondary Contact," each of whom shall be authorized to represent Customer in the administration of this Agreement:

Primary Contact:

Name: Ajay Mohindra
Work Phone: (310) 842-4220, x4226
Mailing address: 4034 Irving Place, Culver City, CA 90232
Fax: (310) 842-4322
Email: ajaymohindra@ccusd.org

Secondary Contact:

Name: Mike Korgan
Work Phone: (310) 842-4203
Mailing address: 4034 Irving Place, Culver City, CA 90232
Fax: (310) 842-4210
Email: mikekorgan@ccusd.org

Section 4.02 Customer Responsibilities.

Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:

- (a) maintain an O&M Agreement with SunPower for the System and allow repairs in a timely fashion as may be recommended from time to time by SunPower;
- (b) not be in breach of any Customer obligations under the Solar Agreement;
- (c) grant reasonable access to the System by SunPower personnel and representatives;
- (d) insure that Primary and Secondary Contacts have the capability to resolve any failures of DAS communications, and
- (e) not modify, alter, damage, service, shade, or repair, without SunPower's prior written approval, any part of the System, the supporting structure for the System (including building roof, if applicable), or the associated wiring.

Section 4.03 Customer's Failure to Uphold Responsibilities.

SunPower's obligations under this Agreement shall be suspended for the duration of Customer's failure to satisfy one or more of Customer's Responsibilities under Section 4.02. SunPower shall promptly notify Customer of any such failures ("Out of Compliance Letter"). Upon Customer's cure of all failures described in an Out of Compliance Letter, SunPower will notify Customer ("In Compliance Letter") that Customer is complying with Customer's Responsibilities. For any period between the issuance of an Out of Compliance Letter and of an In Compliance Letter (a "Noncompliance Period"), SunPower shall have no liability under this Agreement. Each month in which there is a Noncompliance Period, any Actual Generation in such month(s) shall be disregarded in the calculation of Annual Deficits or Annual Surpluses under Section 3.01 and the Expected kWh for any Guarantee Year in which there is a Noncompliance Period shall be reduced by an amount proportionate to the period so disregarded and to the actual or reasonably estimated meteorological data during such period.

ARTICLE V. EXPECTED ENERGY ADJUSTMENT

Section 5.01 Adjustment of Expected Energy.

If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:

- (a) A material portion of the components of the System fail, and the manufacturer of such component(s) refuses, or otherwise fails to honor its corresponding warranty;
- (b) There is structural failure in a building supporting the System;
- (c) There is an event of Force Majeure; or
- (d) There is any change in usage of or structures on any of the Sites, or buildings at or near any of the Sites, which causes additional shading, soiling, or otherwise reduced performance of the System.

Section 5.02 Notification of Changes to Expected Energy.

If SunPower determines that any changes to Expected Energy are required based on an event or events described in Section 5.01, then SunPower shall notify the Customer in writing of the basis for its determination and SunPower shall either provide revised definitions of Expected Energy in exhibits that shall replace the current exhibits to this Agreement, or specify a date by which it shall do so.

ARTICLE VI. MISCELLANEOUS PROVISIONS.

Section 6.01 Limitation of Liability.

Neither Party shall be liable under this Agreement for any indirect, consequential or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of use of any equipment or facilities. In no event shall SunPower's liability hereunder exceed any payment obligations arising under Section 3.02.

Section 6.02 Technical Disputes.

In case of any technical dispute between the Parties in a matter related to the calculation of the Actual Generation, Annual Deficit, or Annual Surplus, the Customer shall have the right to request the appointment of a technical expert (the Expert) for the solution of the issue amongst the following experts: Sandia, BEW Engineering, SGS, or TUV. The Expert shall finally determine the technical matter at issue in accordance with the provisions of this Contract, acting as arbitrator. The Expert shall deliver its determination to the Parties in writing, including an explanation of the underlying reasons, within thirty (30) calendar days after the acceptance of the mandate. The Expert's determination shall be final and binding upon the Parties. The costs of the determination, including fees and expenses of the Expert, shall be borne by the Party the Expert deems is in the wrong.

Section 6.03 Notices.

All notices or other communications given, delivered or made under this Agreement by either party to the other party shall be in writing and shall be delivered personally, by first-class mail, by reputable overnight delivery company, or by facsimile (with reasonable proof of successful transmission). All such notices or communications to a party shall be mailed, delivered or faxed to such party at its address shown below or to such other address as the party may designate by ten (10) days' prior notice:

If to Customer:

Culver City Unified School District
4034 Irving Place
Culver City, California 90232
Telephone No: (310) 842-4220, x4226
Facsimile No: (310) 842-4322
Attention: Ajay Mohindra

If to SunPower:

SunPower Corporation, Systems
1414 Harbour Way South
Richmond, California 94804 USA
Telephone No.: (510) 260-8218
Facsimile No: (510) 540-0552
Attention: Cliff Kalinowski

Section 6.04 Entire Agreement.

This Agreement and referenced Exhibits or other attachments hereto constitute the entire agreement regarding the subject matter of this Agreement and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

Section 6.05 Amendments.

This Agreement may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this Agreement and signed by both parties, or as specifically allowed under the terms and conditions outlined in this Agreement

Section 6.06 No Waiver.

Failure or delay by a party to exercise any right or remedy under this Agreement shall not constitute a waiver thereof. A waiver of breach or default shall not operate as a waiver of any other breach or default, a waiver of the provision itself, or of the same type of breach or default on a future occasion. No waiver shall be effective unless explicitly set forth in writing and executed by the party making the waiver.

Section 6.07 **Successors and Assigns.**

Except as provided herein, no party may assign this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Either party may assign the Agreement without consent to a parent or subsidiary, an acquirer of assets, or a successor by merger. Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Agreement upon any person or entity other than the parties. In the event there is a change in ownership of the System or any component of the Site, Customer shall cause the new owner to execute and deliver to SunPower an assumption of Customer's obligations under this Agreement in a form reasonably acceptable to SunPower.

Section 6.08 **Severability.**

If any part of this Agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the enforceability of any other part hereof.

Section 6.09 **Counterparts.**

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

Section 6.10 **Applicable Law.**

This Agreement shall be governed in all respects by the laws of the State of California, in each case without application of conflict of laws principles and without regard to the actual place or places of residence or business of the parties or the actual place or places of negotiation, execution or delivery of this Agreement.

Section 6.11 **Interpretation.**

Each party agrees that this Agreement will be interpreted fairly to carry out its purpose and intent. Each party waives any statute or rule of construction or interpretation, which would require that any ambiguity be interpreted against any party.

IN WITNESS WHEREOF, SunPower and Customer have executed this Agreement.

SUNPOWER: SUNPOWER CORPORATION, SYSTEMS, a Delaware corporation By: _____ Name: _____ Title: _____	CUSTOMER: Culver City Unified School District By: _____ Name: _____ Title: _____
---	---

EXHIBIT A: SOLAR POWER SYSTEM

System Size (Capacity): 869.13 kWp

System Design: Fixed tilt canopy System

System Address: 4601 Elenda Street, Culver City, CA 90230

Property Owner: Culver City Unified School District

Land Owner: Culver City Unified School District

EXHIBIT B: EXPECTED ENERGY

Guarantee Year	Annual kWh
1	1,424,630
2	1,421,068
3	1,417,516
4	1,413,972
5	1,410,437
6	1,406,911
7	1,403,394
8	1,399,885
9	1,396,385
10	1,392,895
11	1,389,412
12	1,385,939
13	1,382,474
14	1,379,018
15	1,375,570
16	1,372,131
17	1,368,701
18	1,365,279
19	1,361,866
20	1,358,461
21	1,355,065
22	1,351,677
23	1,348,298
24	1,344,928
25	1,341,565
Total	34,567,478

EXHIBIT C: AVOIDED ENERGY PRICE

Guarantee Year	Utility Price per kWh	Incentive Price per kWh
1	\$0.156	\$0.150
2	\$0.161	\$0.150
3	\$0.166	\$0.150
4	\$0.170	\$0.150
5	\$0.176	\$0.150
6	\$0.181	\$0.000
7	\$0.186	\$0.000
8	\$0.192	\$0.000
9	\$0.198	\$0.000
10	\$0.204	\$0.000
11	\$0.210	\$0.000
12	\$0.216	\$0.000
13	\$0.222	\$0.000
14	\$0.229	\$0.000
15	\$0.236	\$0.000
16	\$0.243	\$0.000
17	\$0.250	\$0.000
18	\$0.258	\$0.000
19	\$0.266	\$0.000
20	\$0.274	\$0.000
21	\$0.282	\$0.000
22	\$0.290	\$0.000
23	\$0.299	\$0.000
24	\$0.308	\$0.000
25	\$0.317	\$0.000

EXHIBIT D: TYPICAL SOLAR INSOLATION AND AC ENERGY

Month	Typical Monthly Solar Insolation (kWh/m²/day)	Typical Monthly AC Energy (kWh)
Jan	2.87	76,055
Feb	3.86	91,188
Mar	4.76	117,876
Apr	5.99	139,832
May	6.57	153,427
Jun	6.78	152,107
Jul	7.00	160,576
Aug	6.61	153,696
Sep	5.15	119,427
Oct	4.17	105,221
Nov	3.22	81,790
Dec	2.72	73,437
Annual	4.98	1,424,630

EXHIBIT E: PERFORMANCE GUARANTEE FEES

Term	Payment
Initial Term (Years 1-5)	\$41,089
Option for Years 6 – 10	\$23,584
Option for Years 11 – 15	\$27,983
Option for Years 16 – 20	\$33,203
Option for Years 21 - 25	\$39,396

OPERATIONS & MAINTENANCE AGREEMENT

<p>SunPower Corporation, Systems ("SunPower") Name and Title for Notices:</p> <p>Address: SunPower Corporation, Systems 1414 Harbour Way South, Richmond, CA, 94804 Fax: (510) 540-0552</p>	<p>Culver City Unified School District ("Customer") Name and Title for Notices:</p> <p>Address: City Unified School District 4034 Irving Place Culver City, CA 90232</p>
---	---

This Operations and Maintenance Agreement (this "Agreement") is entered into as of June 26, 2012 (the "Effective Date") between SunPower and Customer. Customer hereby engages SunPower and SunPower hereby accepts such engagement to perform certain maintenance services for the system or systems identified in Exhibit A hereof (the "System"), located on the site described in Exhibit A hereof (the "Site") in accordance with the terms and conditions set forth below. Therefore, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SunPower and Customer (each a "Party" and together, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The Initial Term of this Agreement is specified Exhibit A attached hereto (the "Initial Term"), unless sooner terminated in accordance with the provisions hereof. At any time during the term of the Agreement, Customer may elect to extend the term (each new term, an "Additional Term", by sending a written request for term extension to SunPower at least 90 days prior to the expiration of the then current term. The Initial Term and any Additional Term(s) are hereinafter referred to as the "Term."

2. **Services.**

(a) **System Services.** Throughout the Term, SunPower shall perform and provide all the system services pursuant to the specific service package selected by Customer as specified in Exhibit B.1 (the "System Services").

(b) **Additional Services.** Throughout the Term, SunPower shall perform and provide all the additional services selected by Customer as specified in Exhibit B.2 (the "Additional Services"), and together with System Services, the "Subscription Services").

(c) **Transactional Services.** In addition to the Subscription Services, SunPower may, throughout the Term, provide services not included in the Subscription Services on a transactional basis in accordance with the rate table set forth in Exhibit B.2 ("Transactional Services", and together with Subscription Services, the "Services"). In the event Customer requests that SunPower provide Transactional Services or SunPower recommends that Transactional Services be provided in connection with the System, SunPower and Customer shall discuss the scope of such Transactional Services and Customer shall execute a purchase order for such Transactional Services. SunPower shall have no obligation to perform Transactional Services hereunder until a purchase order with respect thereto shall have been executed by Customer.

(d) **Emergency.** If SunPower or Customer learn of an event occurring at the Site or any adjoining property that poses actual or imminent risk of serious personal injury to any person or material physical damage to the System or to the interconnection facilities (an "Emergency"), each Party shall immediately notify the other Party thereof and Customer and SunPower shall jointly attempt to formulate a response. SunPower may, in the good faith

determination of SunPower, take immediate preventative or remedial action as may be necessary to ensure the (i) continued operation of the System and (ii) safety of personnel and property at the Site. All such remedial or preventative actions shall be deemed Transactional Services approved hereunder and Customer shall issue a purchase order for such Transactional Services as soon as practicable.

3. **Commencement of System Services.** SunPower is to commence provision of System Services upon notice from SunPower to Customer, which notice shall be delivered no later than the final completion date of the System (as such event is contemplated in the Agreement for Design, Installation and Commissioning of Solar/Photovoltaic System between Customer and SunPower) (the "Commencement Date").

4. **Compensation.** Customer shall pay in advance for Initial Term, as specified in Exhibit A, on the Commencement Date hereof, the Subscription Services Fee set forth in Exhibit A (the "Subscription Services Fee"). Customer shall pay in advance for each Additional Term that Customer elects to extend the Agreement on the commencement of an Additional Term, the Subscription Services Fee set forth in Exhibit A (the "Subscription Services Fee"). All Transactional Services performed hereunder shall be billed monthly in arrears for the Transactional Service performed during the previous month. Customer shall pay all amounts invoiced hereunder within thirty (30) days from the invoice date. Any amounts not paid when due hereunder shall bear interest at the rate of 10% per year (prorated on a daily basis) or the highest rate allowable by law, whichever is lower.

5. **Taxes.** SunPower shall invoice Customer separately for any sales, use or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder. SunPower shall not be responsible for any ad valorem taxes imposed in connection with the Services performed hereunder.

6. **Termination.**

(a) **Termination Without Cause.** Either Party may terminate this Agreement, without cause, by giving the other Party at least 90 days prior written notice.

(b) **Termination For Cause.** If either Party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 30 days after written notice thereof, the non-defaulting Party may terminate this Agreement for cause upon 10 days notice; provided, that if the default cannot reasonably be remedied within such 30 day period and the defaulting Party exercises diligent efforts to cure such default, the defaulting Party shall be afforded additional time to cure such default as may be reasonably required.

(c) **Termination for Non-Payment.** Notwithstanding the provisions of Section 6(b) above, if Customer fails to pay any amounts due hereunder SunPower may (i) suspend the provision of Services hereunder within three days after notice thereof to Customer and (ii) terminate this Agreement for non-payment upon notice to Customer if such failure remains uncured for 10 days following notice thereof.

(d) **Termination Without Notice.** Notwithstanding any provisions of this Section 6 to the contrary, this Agreement shall terminate immediately and without the requirement for notice to be given, upon (i) the dissolution or termination of the corporate or partnership existence of a Party or (ii) the bankruptcy, insolvency, receivership, or assignment for the benefit of the creditors of a Party, or any general partner of such Party.

(e) **Consequences of Termination.** Termination of this Agreement shall not affect any rights or obligations between the Parties accruing prior to the date of such termination or which expressly or by implication are intended to survive termination. If either Party terminates this Agreement pursuant to this Section 6, Customer shall pay SunPower for all Transactional Services performed by SunPower prior to the effective date of such termination and (i) if SunPower terminates pursuant to clause (b) or (c), SunPower shall return to Customer the proportionate share of the Subscription Services Fee paid by Customer for the portion of the Term remaining following the effective date of such termination or (ii) if otherwise terminated pursuant to clauses (a), (b), or (c), SunPower shall retain up to one tenth (or six month equivalent) of the Subscription Services Fee paid by Customer for the Term during which such termination occurred and shall return to Customer the remainder of the Subscription Services Fee paid by Customer, if any.

7. **Manner of SunPower's Performance.** In performing and providing the Services, SunPower shall use its commercially reasonable efforts to (a) comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including, without limitation, obtaining and maintaining all requisite permits and licenses pertaining to the Services and (b) take all reasonable measures to avoid injury to any person or property and to minimize interference with Customer's activities at the Site. All persons employed, contracted or otherwise utilized by SunPower in performing or providing the Services shall be fully qualified and skilled in their trade.

8. **Access To Site.** On each date of Service with respect to any Customer Site and for so long as any Services are provided by SunPower hereunder, Customer shall enable SunPower or any of its subcontractors or agents to gain free, unobstructed, access to the Site for the purpose of performing the Services hereunder and shall

keep the Site free and clear from any encumbrances, obstructions or hazardous materials.

9. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that SunPower or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, SunPower will have contact with any pupils, SunPower shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. SunPower shall not permit any employee to have any contact with Customer pupils until such time as the SunPower has verified in writing to the governing board of the Customer that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. SunPower's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the Customer, or acting as independent contractors of the SunPower. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the Customer prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

10. **Warranty.**

(a) **Service Warranty.** SunPower warrants for a period of one year from the date of performance of any specific Service hereunder (the "Warranty Period"), that such Services shall be performed in a good and workmanlike manner in accordance with industry practices generally acceptable in the location in which such Services are provided and all requirements of law (the "Service Warranty").

(b) **Exclusive and Limited Remedies.** Provided SunPower is notified of a defect covered by the Service Warranty within the Warranty Period, SunPower shall, at its option and its sole cost and expense, either repair, replace or re-perform any such non-conforming services. Such repair, replacement and/or re-performance constitutes Customer's sole and exclusive remedy for any breach of the Services Warranty, and shall not extend the Warranty Period.

(c) **Limitation and Exclusion of Warranties.** THE SERVICES WARRANTY SET FORTH IN THIS SECTION 8 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS SECTION 8 WITH RESPECT TO THE SERVICES WHETHER THE CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. SunPower shall not be liable for breach of the Services Warranty to the extent such breach arises from: (i) modifications, alterations or repairs to the System not performed by SunPower; (ii) nonconformities to the extent caused by the System not being operated by Customer or any third party in accordance with any manuals and revisions thereto (including the replacement

of worn or failed parts); or (iii) any damage to the System caused by accident, vandalism, malicious mischief, theft or attempted theft or any other Force Majeure Event (as defined below).

11. **Indemnification.** Each Party shall protect, defend, indemnify and hold harmless the other Party and its affiliates, officers, employees, partners, members, successors and assigns from and against any and all claims, liabilities, loss, costs, or damages, including court costs and attorneys' fees arising out of or resulting from any claim by any third party for personal injury (including death) or damage to property caused by the gross negligence, fraud or willful misconduct of the indemnifying Party.

12. **Insurance.**

(a) SunPower shall obtain and maintain throughout the Term, at its sole cost and expense, the insurance coverage described in the Insurance Annex attached hereto.

(b) Customer shall be responsible for purchasing and maintaining the Customer's usual liability insurance. Additionally, Customer shall, during the Term, carry and maintain, or cause to be carried and maintained, at its own expense, "All Risk" property insurance coverage for the System against the risk of physical loss or damage from whatever cause, including mechanical and electrical breakdown coverage during the term of this Agreement, subject to normal policy exclusions, but including, however, coverage for resultant loss or damage arising from faulty materials, workmanship, service or design that limits the non-covered costs to those costs incurred to improve the original materials, workmanship or design (such coverage being equivalent to LEG 3 coverage). Customer shall waive rights of subrogation for those damages caused by fire or other causes of loss covered by the property insurer, and the property policy shall be endorsed to provide a waiver of subrogation in favor of SunPower. Such insurance policy or policies shall be in an amount at least equivalent to 100% of the full replacement cost of the System (the "Coverage Amount"), and shall provide replacement cost coverage, as well as coverage for removal of debris.

13. **LIMITATION ON LIABILITY.**

(a) **CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL SUNPOWER OR ANY OF ITS AFFILIATES EMPLOYEES OR CONTRACTORS BE LIABLE TO CUSTOMER OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF CUSTOMER ADVISES SUNPOWER OF THE POSSIBILITY OF THIS LOSS OR DAMAGE.

(b) **LIABILITY CAP.** IN NO EVENT SHALL SUNPOWER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IN ANY GIVEN YEAR EXCEED THE SUBSCRIPTION SERVICES FEE ATTRIBUTABLE FOR SUCH YEAR. THIS LIABILITY CAP SHALL NOT AFFECT INSURANCE COVERAGE OR THE INDEMNITY OBLIGATIONS.

14. **Assignment; Successors and Assigns.** Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written consent of the other Party; provided, however, that SunPower may assign this Agreement to affiliates of SunPower without the prior written consent of Customer. Notwithstanding anything to the contrary herein, SunPower may delegate its duties hereunder to its subcontractors, provided that SunPower shall continue to be primarily responsible for all of its obligations hereunder.

15. **Notices.** All notices, demands and consents provided for in this Agreement shall be in writing and shall be given to Customer or SunPower at the address set forth in Exhibit A, or at such other address and/or to the attention of such other person as they individually may specify thereafter in writing. Such notice or other communication shall be: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office and be deemed given on the third (3rd) business day following such deposit; (b) sent by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator) and be deemed given when delivered to such carrier; (c) sent by facsimile and be deemed given on the date sent; or (d) delivered by hand and be deemed given on the date delivered.

16. **Force Majeure.** Other than with respect to failure to make payments due under this Agreement, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, wind, flood, water, the elements, acts of God, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation or acts or omissions of third parties (any such event, a "Force Majeure Event"). If the performance of Services by SunPower is delayed due to inclement weather or other cause or circumstance beyond SunPower's control, SunPower shall be excused from its obligation to perform the Services and such performance shall be rescheduled to a future date.

17. **Amendments.** Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the Parties hereto in writing.

18. **Complete Agreement.** This Agreement constitutes the entire agreement between Customer and SunPower as to the matters set forth herein, and any and all previous agreements (written or oral) entered into between the Parties hereto with respect to the matters set forth herein shall be deemed merged herewith. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

20. **Severability.** If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and this

Agreement shall be enforced to the greatest extent permitted by law.

21. **Independent Contractor.** SunPower shall perform the Services hereunder as an independent contractor and not as an agent or employee of Customer, its parent, subsidiaries or affiliates.

22. **Law and Venue.** This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions that would mandate that application of the laws of another jurisdiction. Any litigation between the parties shall be conducted exclusively in the state or federal courts in the State of California, and each Party hereby unconditionally submits to the exclusive jurisdiction of such courts.

SUNPOWER SUNPOWER

SUNPOWER CORPORATION, SYSTEMS

By: _____

Name: _____

Title: _____

CULVER CITY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

INSURANCE ANNEX

1. Commercial General Liability in the minimum amount of \$1,000,000 combined single limit (which may be satisfied by SunPower's obtaining primary coverage in an amount not less than \$1,000,000 per occurrence and umbrella coverage in an amount equal to the difference between \$1,000,000 and the amount of such primary liability coverage), and \$2,000,000 in aggregate, including (a) broad form contractual liability coverage (which shall also expressly cover and designate the SunPower's indemnity obligations in Section 10), (b) explosion, collapse and underground property damage (as necessary) and (c) products/completed operations;

2. Comprehensive Automobile Liability in the minimum amount of \$1,000,000 combined single limit, including owned, hired and non-owned vehicles;

3. Excess Liability in the minimum amount of \$1,000,000 over \$1,000,000 which shall be in excess of the primary coverage referred to in clauses 1 and 2 above; and

4. Workers' Compensation in the minimum amount required by statute and Employers' Liability with minimum limit of \$500,000 or as required by law. SunPower shall provide an endorsement that the insurer waives the right of subrogation against the Customer and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

The insurance described in clauses 1 and 2 above shall only respond to any allegation, claim, loss, damage, demand or judgment or other cause of action arising out of the obligations of SunPower under this Agreement and shall be primary in connection therewith. All insurance to be obtained by SunPower shall be in form and substance satisfactory to Customer, shall name Customer as an additional insured and shall be issued by insurers with a Best rating of A:VII or better (unless, in each instance, Customer has given SunPower prior written approval of an insurer with a lower rating). SunPower shall provide Customer with certificates evidencing all insurance coverage required by this Insurance Annex within five days from the date of this Agreement. SunPower shall provide Customer with evidence satisfactory to Customer that such policies and bond have been renewed not less than 30 days prior to the scheduled expiration date thereof. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SunPower. SunPower will in turn provide notice within twenty-five (25) days prior to cancellation to Customer. Customer will not reimburse SunPower for SunPower's cost of such insurance or bond or for any and all coverage that SunPower obtains for its own account or any coverage above Customer's requirements.

Exhibit A

1. Site Location:	Culver City Unified School District 4601 Elenda Street Culver City, CA 90230
2. Description of System:	869.13 kWp fixed-tilt solar photovoltaic canopy system
3. Subscription Services Fee:	Initial Term: Years 1 – 5: \$60,569 Years 6 - 10: \$23,584 Optional Terms: Years 11 - 15: \$27,983 Years 16 - 20: \$33,203 Years 21 - 25: \$39,396
4. Term:	Initial Term: 10 years Additional Terms: 5 year increments up to 25 years
5. Monitoring Connection:	Cellular modem connection

Exhibit B.1
System Services

On the terms and conditions set forth in this Agreement, Customer elects to receive, and SunPower agrees to provide, System Services at the level indicated below:

CHECK ONE TO INDICATE THE SYSTEM SERVICES PACKAGE SELECTED BY CUSTOMER:

- SunPower Performance Monitoring Package
- SunPower Performance Basic Package
- SunPower Performance Plus Package

System Service	Performance Monitoring	Performance Basic	Performance Plus
Customer Technical Support Hotline	✓	✓	✓
SunPower Performance Monitoring Website	✓	✓	✓
Performance Reports	Annual	Annual	Monthly
Daily Performance Monitoring and Notification	✓	✓	✓
Preventive Maintenance, Inspections & Testing		Annual	Annual
Performance Review			Annual
Corrective Maintenance			✓

Customer may select the Performance Monitoring, Performance Basic or Performance Plus System Services package. Services that are included in each package are indicated with a check mark (✓), or frequency. Services indicated with a check mark are continuous and have no annual limit, for example, "Customer Support Hotline." Services that do not have a check mark or frequency can be provided on a time and materials as part of the Transactional Services.

Description of available System Services

1. Customer Service Support Hotline:
 - a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week)
 - b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions
2. SunPower Performance Monitoring Website:
 - a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the SunPower solar power system
 - b. All site data can be downloaded to Customer's computer in Microsoft Excel format
 - c. Customer will be provided with login credentials for use during the term of this Agreement

3. Performance Reports:
 - a. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year
 - b. Environmental benefits will be estimated and included
 - c. Annual Operations and Maintenance records will be provided to Customer upon request
 - d. Optional custom reports can be supplied on a time and material basis
4. Daily Performance Monitoring and Notification:
 - a. Continuous monitoring of Customer's System via experienced solar monitoring technicians
 - b. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored by the SunPower Operations Center (SOC) system computers and monitoring technicians automatically receive alerts of system anomalies
 - c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator
5. Preventative Maintenance, Inspections & Testing:
 - a. Array
 - i. Inspect PV modules for damage, discoloration or de-lamination
 - ii. Inspect mounting system for damage or corrosion
 - b. Trackers
 - i. Inspect tracker components for damage or corrosion
 - ii. Inspect tracker controllers for damage
 - iii. Lubricate tracker motors and jackscrews
 - iv. Verify proper operation and alignment
 - c. Inverter
 - i. Torque checks on critical electrical terminations
 - ii. Clean all filters and fans
 - iii. Inspect inverter pad and container
 - iv. All other preventive maintenance required by OEM warranty
 - d. Electrical BOS
 - i. Inspect ground braids, electrodes and conductors for damage
 - ii. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects
 - e. Meteorological Station
 - i. Inspect weather measurement equipment for damage
 - ii. Clean pyranometers and reference cells
 - f. Site Conditions
 - i. Inspect drainage conditions
 - ii. Inspect vegetation for array shading or fire hazards
 - iii. Inspect safety conditions and proper signage
 - g. Maintenance Reporting
 - i. Record results of all inspections
 - ii. Take photographs of any damage or defects identified
 - iii. Inform Owner and warranty providers of all deficiencies identified
 - iv. Provide Owner with recommendations for corrective actions
6. Performance Review:
 - a. Review of the following System performance data with a SunPower performance engineer and proposal of a recommend action plan where applicable:
 - i. Expected vs. Actual system production (kWh)
 - ii. System Availability
 - iii. Recoverable Degradation
 - iv. Performance Index
 - v. Operation and Maintenance Records
 - vi. Safety, Accidents and Environmental Reporting
 - vii. Proposal of Recommended Actions
7. Corrective Maintenance includes:
 - a. On-site troubleshooting & diagnostics of all system components
 - b. Inverter and Data Acquisition System resets:
 - i. Unlimited remote resets (if capability enabled and connection available)
 - ii. Unlimited on-site resets for systems under SunPower warranty
 - iii. Up to two on-site resets per year for systems out of warranty
 - c. Processing of warranty claims on behalf of Customer and verification of replaced equipment

- d. Management of repair and replacement for equipment out of warranty:
 - i. Full scope repair and replacement for equipment out of warranty can be provided as part of the Transactional Services
- e. Ongoing warranty support and representation of Customer's interest with System equipment manufacturers

The following non-exhaustive list of services is not included in the System Services:

1. Spare parts and materials
2. Maintenance of medium voltage equipment such as transformers, switchgear and utility metering
3. System training
4. Engineering service
5. Roof cleaning and vegetation management
6. Security services
7. Inverter repair, unless covered under inverter warranty, in which case SunPower shall assist Customer in obtaining warranty service by manufacturer

Exhibit B.2
Additional Services

On the terms and conditions set forth in this Agreement, Customer elects to receive, and SunPower agrees to provide, the Additional Services indicated below:

INDICATE ANY ADDITIONAL SERVICES SELECTED BY CUSTOMER:

Additional Service	Minimum Package	Indicated Frequency
Energy Billing and Settlement	Performance Monitoring	Not Selected
Module Cleaning	Performance Monitoring	Annual
Vegetation Management	Performance Monitoring	Not Selected
IV-Curve Tracing	Performance Basic	Not Selected
Module Thermography	Performance Basic	Not Selected
Sensor Calibration	Performance Basic	Not Selected
Corrosion Protection	Performance Basic	Not Selected
Transformer Preventive Maintenance	Performance Basic	Not Selected
Switchgear Preventive Maintenance	Performance Basic	Not Selected

Customer may select Additional Services provided that they have also selected the minimum System Services package as indicated above. Services that are included in the Additional Services are indicated with a frequency. Services that do not have a frequency can be provided on a time and materials basis as part of the Transactional Services.

Description of available Additional Services

1. Energy Billing and Settlement
 - a. SunPower will calculate amounts due under Power Purchase Agreements or Incentive Programs
 - b. For Power Purchase Agreements, invoices will be sent as PDF email attachments to designated contact
 - c. For Incentive Programs, SunPower will submit production data on behalf of Customer
2. Module Cleaning
 - a. Surface washing of all modules
 - b. Pressure washer settings not to exceed 1,500 PSI
 - c. Before and after photographs will be provided

3. Vegetation Management
 - a. For roof mounted systems, pull any weeds protruding from array
 - b. For ground mounted systems, mechanical mowing, herbicidal application, and/or sheep grazing may be used
4. IV-Curve Tracing
 - a. IV-curve tracing of all strings
 - b. Comparison to commissioning baseline and prior year results
 - c. Recommendations for further module analysis or power warranty claims
5. Module Thermography
 - a. IR camera analysis of all PV modules
 - b. Identification of potential hot spots
 - c. Recommendations for warranty claims and other corrective actions
6. Sensor Calibration
 - a. Field comparison of pyranometers and reference cells to calibrated sensor
 - b. Adjust field sensor to within $\pm 3\%$ of calibrated sensor and record changed parameters
 - c. SunPower may replace pyranometers in lieu of field calibration
7. Corrosion Protection
 - a. Elco-meter testing
 - b. Surface preparation
 - c. Zinc application
8. Transformer Preventive Maintenance
 - a. Maintain records of load current and voltage
 - b. Record liquid level and temperature
 - c. Test ground connections
 - d. Inspect surge arresters (if present)
 - e. External Inspection
 - f. Cabinet Interior Inspection
9. Switchgear Preventive Maintenance
 - a. Electrical terminal thermography
 - b. Visual inspection
 - c. Vacuum cleaning of cabinet interior

Exhibit B.3
Transactional Services

Charge Description	Amount	Notes
SunPower Engineering Support	\$150	Hourly rate charged for engineering labor used in the performance of engineering services, requested by Customer, and not included in the Subscription Services.
SunPower Field Service Support	\$125	Hourly rate charged for SunPower labor performed on site, requested by Customer, and not included in the Subscription Services.
Subcontracted Labor	Billed as incurred	Subcontracted labor performed on Site, requested by Customer, for work not included in the Subscription Services will be either (a) billed at cost not to exceed the same services if provided by SunPower plus 15% or (b) Customer may require SunPower to seek up to three (3) estimates for said services.
Travel Expenses	Billed as incurred	Includes transportation, lodging, meals and incidentals plus 15%.
Materials	Billed as incurred	Billed according to the SunPower list price.

Note: SunPower reserves the right to periodically adjust this rate schedule annually, and shall notify the Customer of rate increases ninety (90) days prior to those rates becoming effective.

AGREEMENT FOR DESIGN, INSTALLATION AND COMMISSIONING OF SOLAR/PHOTOVOLTAIC SYSTEM

This Agreement for Design, Installation and Commissioning of Solar/Photovoltaic System ("Agreement") is made as of June 26, 2012, between the Culver City Unified School District ("District") and SunPower Corporation, Systems ("Design-Builder") (together, "Parties").

- 1. Work.** Design-Builder shall furnish to the District the labor, equipment, material, and services as described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference ("Work") for the design, installation and commissioning of a solar/photovoltaic system ("PV System") at the District's Culver City High School campus ("Site").
- 2. Term.** Design-Builder shall commence providing Work under this Agreement upon execution of the Agreement by the Parties, approval by the Governing Board of the District ("Board"), and submittal of the required documents set forth in Section 3 below. Design-Builder will diligently perform such Work as required and will achieve Substantial Completion (as defined below) within the construction period (in days) set forth in the project schedule included in Attachment A-2 ("Project Schedule"), the period of which shall commence upon the later of (a) Board approval is received and notice to proceed is delivered to Design-Builder ("Notice to Proceed"), (b) completion of each of the following milestones and (c) release from the District to commence construction on the Site ("Construction Commencement Date"); provided that, with respect to clause (c), the District shall deliver such release on or prior to December 10, 2012, if the Division of the State Architect ("DSA") approval has been received prior to such date or, if DSA approval has not been obtained prior to December 10, 2012, within thirty (30) calendar days of DSA approval.
 - 2.1. Design-Builder shall have obtained the building, fire and electrical permits as well as any other permits required by applicable law to be obtained by Design-Builder in order to commence construction and installation, as applicable, prior to such commencement. Design-Builder shall (a) comply with all filing and application requirements of the relevant government authority in accordance with the permit filing milestone provided for in the Project Schedule and (b) use commercially reasonable efforts to coordinate and cooperate with the relevant government authority; and
 - 2.2. Design-Builder shall have obtained DSA approval of such design and engineering work as required by and in accordance with Section C of Attachment A-2. Design-Builder shall (a) submit the relevant design and engineering materials to DSA in accordance with DSA approval milestone provided for in the Project Schedule, (b) submit the design and engineering materials in a form and scope as what would reasonably be expected by DSA in accordance with prudent industry standards and (c) use commercially reasonable efforts to coordinate and cooperate with DSA.
- 3. Grants/Rebates/Incentives.**
 - 3.1. District has applied for and received a California Solar Initiative ("CSI") Reservation. On behalf of the District, Design-Builder shall prepare and submit to the CPUC all applications and documentation necessary with respect to the CSI Reservation, with a copy of communications to the District. In addition, Design-Builder shall use commercially reasonable efforts to support the District in obtaining an extension under the CSI program, if allowed and if necessary. The

District shall use its best efforts to assist Design-Builder in the preparation and submittal of such documentation, including, without limitation, the execution and/or provision of any documents required.

3.2. If the District does not obtain extensions of the rebates on terms satisfactory to the District in its sole discretion, the District may terminate the Contract Documents upon written notice to Design-Builder pursuant to the provisions of Section 30.1.

3.3. **Permission to Operate.** On behalf of the District, Design-Builder shall submit for the Permission to Operate (PTO) from Southern California Edison ("SCE") and shall provide the information necessary to finalize the interconnection agreement with SCE. The District shall assist Design-Builder in the preparation and submittal of such documentation, including, without limitation, the execution of the interconnection agreement and/or provision of any other documents required.

4. Submittal of Documents. Design-Builder shall not commence the Work under this Agreement until the Design-Builder has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- | | |
|---|--|
| <input type="checkbox"/> Signed Agreement | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Terms and Conditions to Agreement | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Noncollusion Affidavit | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> Exhibit "A-1" ("System Description") |
| <input type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> Exhibit "A-2" ("Scope of Work") |
| <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input type="checkbox"/> _____ [Other] |
| | <input type="checkbox"/> _____ [Other] |

5. Compensation. Subject to the assumptions and qualifications set forth in Exhibit A-2 and any change orders executed between the District and Design-Builder, District compensation to the Design-Builder (total fees, costs, and expenses) shall not exceed THREE MILLION EIGHT HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN DOLLARS (\$3,817,857) ("Total Fee"), without the express approval of the Board.

6. Expenses. Other than the Total Fee and subject to the assumptions and qualifications set forth in Exhibit A-2, District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing Work for District.

7. Payment. On a monthly basis, Design-Builder shall submit an application for payment based upon the estimated value for materials delivered or Work performed under the Agreement as of the date of submission ("Application for Payment"), which shall be calculated with reference to the schedule of values set forth in Exhibit A-2 ("Schedule of Values"). Within thirty (30) days after District's approval of the Application for Payment, Design-Builder shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by the District's architect and inspector and certified by

Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Fee or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Design-Builder; (6) unauthorized deviations from the Agreement; (7) failure of the Design-Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Design-Builder of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Design-Builder is liable under the Agreement; and (10) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200. District may, at its discretion, reduce the retention as permitted pursuant to Public Contract Code section 9203.

- 8. Independent Contractor.** Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, state unemployment compensation or worker's compensation. Design-Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Design-Builder's employees. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 9. Standard of Care.** Design-Builder's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for PV system projects of this nature and all applicable law, including the applicable provisions of California Code of Regulations, Title 24, SCE's applicable interconnection requirements, DSA requirements and the District's design guides and technical specifications. Design-Builder represents and warrants that it is fully experienced in projects of the nature and scope as will be required for completion of the Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District, such approval to be granted or denied in accordance with the requirements set forth in this Agreement, and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Agreement.
- 10. Originality of Work.** Design-Builder agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Design-Builder, or Design-Builder shall have a right to use such formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and

video productions, and shall not be copied in whole or in part from any other source, except as submitted to Design-Builder by District as a basis for such Work.

11. Copyright/Trademark/Patent. All drawings, specifications, calculations, data, notes and other materials and documents, including electronic data furnished by Design-Builder to District under this Agreement ("Work Product") are the instruments of service of Design-Builder and Design-Builder will retain all common law, statutory and other reserved rights, including copyrights. Upon the District's payment in full for all Work performed under this Agreement, Design-Builder will grant the District, and its successors and assigns, a perpetual, royalty-free license to use the Work Product solely in connection with District's operation, maintenance and repair of the PV System. The Parties agree that the license to use the Work Product granted hereunder will provide the District sufficient rights in and to the Work Product as will be necessary for the District to operate and maintain the PV System. The license granted under this Section is only valid for use in relation to the PV System and this provision does not permit the District to use Design-Builder's intellectual property in relation to any other project or photovoltaic system. No other license in the Work Product is granted pursuant to this Agreement.

12. Notice to Proceed. The District shall provide a single Notice to Proceed to Design-Builder at which time Design-Builder shall proceed with the Work.

13. Site Examination. Design-Builder has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site, subject to the exclusions and qualifications set forth in Exhibit A-2. By submitting its quote, Design-Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Design-Builder's ability to protect existing surface and subsurface improvements. Notwithstanding the foregoing, should the Design-Builder discover any latent or unknown conditions which will materially affect the performance of the Work hereunder, Design-Builder shall immediately inform the District of such fact in writing and shall not proceed until written instructions are received from the District. Any changes to the Total Fee or Project Schedule as a result of such latent or unknown conditions shall be addressed in accordance with Section 20 below.

14. Materials. Design-Builder shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement.

14.1. **Anti-Trust Claim.** Design-Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. 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 purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the Parties.

14.2. **Substitutions.** No substitutions of material from those specified in the Work specifications shall be made without the prior written approval of the District.

15. Equipment and Labor. Design-Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Work herein described, the Work to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

16. Warranty/Quality. Unless a longer warranty is called for elsewhere in this Agreement, the Design-Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. The warranties provided by Design-Builder with respect to the PV System, including the modules and inverters, are attached as Attachment A-4 hereto.

17. Correction of Errors. Design-Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Design-Builder's failure to comply with the standard of care required herein.

18. Trench Shoring. If this Agreement is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Design-Builder must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

19. Excavations Over Four Feet. If this Agreement includes excavations over four (4) feet, Design-Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Agreement. In the event that a dispute arises between the District and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Design-Builder shall proceed with all Work to be performed under the Agreement unrelated to such dispute. Design-Builder shall retain any and all rights provided either by this Agreement or by law which pertain to the resolution of disputes and protests between the Parties.

20. Lead-Based Paint. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Paint Certification, if applicable.

21. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid

change order executed by the District and Design-Builder. Design-Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the project or Work, and the cost thereof shall be added to or deducted from the amount of the Total Fee by fair and reasonable valuations in accordance with the applicable change order. The amount of the increase or decrease in the Total Fee under a change order, if any, shall be determined in one of the following ways as applicable to a specific situation and at the District's discretion: (a) by calculation of (i) labor and materials costs of Design-Builder at cost, with a 15% markup to cover administration, overhead and profit, (ii) subcontractor costs of Design-Builder at cost, with a 10% markup to cover administration, overhead and profit and (iii) additional performance and payment bond costs of Design-Builder at cost; and (b) by agreement between District and Design/Builder. Design-Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Design-Builder or a subcontractor. In addition to any other information requested, Design-Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Design-Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension in connection with the additional work contemplated by such change order.

21.1. District specifically understands, acknowledges, and agrees that the Design-Builder shall be entitled to a change order upon the occurrence of any of the following, but solely to the extent such event has had an adverse impact upon the critical path of the Project Schedule or the Total Fee, Design-Builder has provided documentation to the District demonstrating the extent of the delay in time or increased cost of the associated changes in the Project Schedule or the Total Fee, and provided that Design-Builder has used commercially reasonable efforts to mitigate such impacts: (a) all or any of the Work is delayed, suspended or accelerated by the District; (b) any breach by the District of the terms and conditions of this Agreement or failure by the District to perform its obligations hereunder; (c) a change in the Applicable Law occurring after the Effective Date that affects Design-Builder's performance hereunder; (d) the occurrence of an event of Force Majeure; (e) any delay in obtaining Permits or DSA approvals in accordance with Section 1 hereof or any change to the Specifications as a result of DSA review; and (f) Work required or expenses or costs incurred as a result of or in connection with any of the exclusions set forth in this Agreement (including Exhibit A-1 hereto).

22. Workers. Design-Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

23. Design-Builder Supervision. Design-Builder shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

24. Fingerprinting of Employees. It is not contemplated at the time of execution of this Agreement that Design-Builder or its employees will have contact with students during the provision of Work under this Agreement. If, at a future time, Design-Builder will have contact with any pupils, Design-Builder shall comply with the provisions of

Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Design-Builder shall not permit any employee to have any contact with District pupils until such time as the Design-Builder has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Design-Builder's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Design-Builder. Verification of compliance with this Section and the Criminal Background Investigation Certification that is attached to this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Work and prior to permitting contact with any student.

25. Safety and Security. Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

26. Clean Up. Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

27. Access to Work. District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access.

28. Protection of Work and Property. Design-Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

29. Force Majeure. The term "Force Majeure" shall mean those events beyond the control of the affected party and which by the exercise of due diligence such party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; strike; loss or shortage of transportation facilities; lock out; commandeering of materials, product, plant, or facilities by the government, relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake, tornado; severe storm; volcanic eruptions; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid), when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the event. Neither party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of all reasonable efforts within a reasonable time period. Either party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure shall give prompt written notice of such fact to the other party.

30. Completion and Acceptance of Work

30.1. **Substantial Completion; Final Completion.** For purposes of this Agreement:

30.1.1. "Substantial Completion" means the PV System is mechanically, electrically, and structurally constructed in accordance with this Agreement (except for punch list items), functionally complete and capable of delivery of electrical energy and the inspector of record has approved the PV System as ready to interconnect pursuant to applicable interconnections rules and regulations;

30.1.2. "Final Completion" means the date on which the PV System has achieved Substantial Completion and all punch list items have been completed including, without limitation, delivery of final record drawings, operations and maintenance manuals and all other deliverables and completion of all testing.

30.1.3. "DSA Close-out" means the date on which a letter issued by DSA certifying that the Project has been completed in accordance with the requirements as to safety of design and construction of Education Code sections 17280-17316.

30.2. **Walk-Through as Prerequisite to Determination of Substantial Completion or Final Completion.** When the Design-Builder believes that the PV System has achieved Substantial Completion or Final Completion, as applicable, it shall so notify the District. Promptly thereafter, the District shall schedule a walk-through of the PV System by the Design-Builder and District to determine whether and to what extent Substantial Completion or Final Completion has been achieved in accordance with this Agreement.

30.3. **District's Acceptance of Work.** District, in its sole discretion, may either (a) deliver to Design-Builder a notice confirming that Design-Builder has achieved Substantial Completion ("Substantial Completion Date") or Final Completion, as applicable, or (b) notify Design-Builder that the relevant Work has not been completed, stating in detail the reasons for such determination. The District shall inspect the Work and notify Design-Builder that the relevant Work has not been completed or that Substantial Completion or Final Completion has been achieved, in either event the applicable notice shall be delivered within five (5) business days. If District notifies Design-Builder that the relevant Work has not been completed, Design-Builder shall take action to promptly complete the relevant Work and shall deliver to District a notice once completed. This procedure shall be repeated until the relevant Work shall have been accepted by the District.

30.4. **Punch List.** Upon achieving Substantial Completion with respect to the PV System, Design-Builder shall provide the District with a list of items still outstanding which are necessary to complete the PV System in accordance with this Agreement and the related specifications and to achieve Final Completion ("Punch List"). Within five (5) working days after receipt of a proposed Punch List, the District shall either (a) approve the Punch List or (b) request that certain amendments or modifications be made to the Punch List. If the District does not request any amendments or modifications to the Punch List provided by Design-Builder within such five (5) working day period, the District hereby expressly agrees to be bound by the Punch List. If the District timely requests amendments or modifications to the Punch List, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended Punch List.

- 30.5. **DSA Close-Out.** Within five (5) working days of receipt of the letter referenced in Section 29.1.3 with respect to DSA Close-Out, the District shall send a copy of such letter to the Design-Builder.

31. Termination.

- 31.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Design-Builder for Work satisfactorily rendered to the date of termination, manufacturing costs for equipment to be installed in the Project that Design-Builder cannot mitigate with diligent efforts, reasonable demobilization costs and rental costs for equipment that Design-Builder cannot mitigate with diligent efforts. Written notice by District shall be sufficient to stop further performance of Work by Design-Builder. Notice shall be deemed given when received by the Design-Builder or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Design-Builder for Work completed to date as a pro-rata amount of the Total Fee, together with the additional expenses incurred by Design-Builder in accordance with this Section 30.1.
- 31.2. **Without Cause by Design-Builder.** Design-Builder may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Design-Builder for Work satisfactorily rendered to the date of termination. Written notice by Design-Builder shall be sufficient to stop further performance of Work to District. Design-Builder acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Work from another source.
- 31.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 31.3.1. material violation of this Agreement by the Design-Builder; or
 - 31.3.2. any act by Design-Builder exposing the District to liability to others for personal injury or property damage; or
 - 31.3.3. Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within five (5) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) calendar days cease and terminate, provided that Design-Builder may have thirty (30) days to cure violations of 30.3.1 and 30.3.2 if performance of such cure is begun within three (3) days following receipt of such notice. In the event of this termination, the District may secure the required Work from another Design-Builder. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Design-Builder shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

31.4. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

32. Indemnification. To the furthest extent permitted by California law, Design-Builder shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all third party demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to consultants and/or attorneys fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Design-Builder under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Design-Builder proposes to defend the indemnified parties, such acceptance not to be unreasonably withheld.

32.1. To the furthest extent permitted by California law, and up to the amount of the Total Fee District shall defend, indemnify, and hold harmless Design-Builder, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the negligence, or willful misconduct of District.

32.2. Design-Builder shall have no responsibility for detection, abatement, remediation, removal or disposal of any Hazardous Material (as defined below), except Hazardous Materials introduced onto the Site by Design-Builder, its employees, subcontractors, agents, or other parties acting on behalf of Design-Builder. In the event that Design-Builder becomes aware of the presence of, or exposure of persons to, any Hazardous Material at the Site, Design-Builder shall inform District by written notice as soon as practicable. District hereby specifically agrees to indemnify, defend and hold Design-Builder harmless from and against any and all claims that they may incur or suffer by reason of: (a) the existence, uncovering or unveiling, or any release by District of, a Hazardous Material on or from the Site; (b) any enforcement or compliance proceeding commenced by or in the name of any governmental authority because of an alleged, threatened or actual violation of any applicable law by District or because of the presence on the Site of Hazardous Materials not specifically introduced onto the Site by Design-Builder; and (c) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any applicable law by District. Design-Builder hereby specifically agrees to indemnify, defend and hold District harmless from and against any and all claims that they may incur or suffer by reason of: (a) the release by Design-Builder of a Hazardous Material on the Site; (b) any enforcement or compliance proceeding commenced by or in the name of any governmental authority because of an alleged, threatened or actual violation of any applicable law by Design-Builder or because of the presence of Hazardous Materials introduced onto the Site by Design-Builder; and (c) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any applicable law by Design-Builder. For purposes of this Agreement, Hazardous Material means all pollutants, contaminants and chemicals and any other carcinogenic, ignitable, corrosive, reactive, toxic or otherwise hazardous substances (and materials and substances containing or contained by the foregoing) subject to regulation, control or remediation under applicable

environmental laws.

33. Insurance.

33.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Work the following insurance:

- 33.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 33.1.2. **Automobile Liability Insurance.** One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Work by Design-Builder.
- 33.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Design-Builder shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 33.1.4. **Professional Liability (Errors and Omissions).** One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing photovoltaic system.
- 33.1.5. **Builder's Risk Insurance.** On a replacement cost value basis, Design-Builder shall procure and maintain, during the life of this Agreement, Builder's Risk (Course of Construction), or similar first party property coverage to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for engineering Work and expenses required as a result of any insured loss upon the Work and project, including completed Work and Work in progress, to the full insurable value thereof.
- 33.1.6. **Umbrella or Excess Liability.** Four Million Dollars (\$4,000,000) per occurrence to meet the policy limit requirements of the required policies if Design-Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Design-Builder, District, State, and Project Manager(s) in amounts, and that complies with all

requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

33.1.7. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

32.1.7.1. For the general liability and automobile liability policies:

32..7.1.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Design-Builder; instruments of service and completed operations of the Design-Builder; premises owned, occupied or used by Design-Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

32..7.1.2. For any claims related to the project, Design-Builder's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

32..7.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

32..7.2. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

32..7.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Design-Builder. Design-Builder will in turn provide notice within twenty-five (25) days prior to cancellation to District.

32..7.4. Design-Builder shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commences.

32.1.8. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District

34.Payment Bond and Performance Bond. Design-Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total Fee issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. All performance bond liability will cease one (1) year from the Final Completion. The balance of any warranty

or guarantee beyond one year required by District shall continue to be guaranteed solely by Design-Builder. The payment bond liability will cease at the termination of any time required by law.

- 35. Permits and Licenses.** Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.
- 36. Assignment.** The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District. This provision shall not limit the Design-Builder's right to subcontract portions of its Work to other entities and assign this Agreement and all related contracts without the consent of the District (i) to direct affiliates of Design-Builder; (ii) to an entity that is controlled by, controls, or is under common control with Design-Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law.
- 37. Subcontractors.** Subcontractors, if any, engaged by the Design-Builder for any service or Work under this Agreement shall be subject to the approval of the District, which approval shall be provided or denied by the District within five (5) days of Design-Builder's request. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
- 38. Compliance with Laws.** Design-Builder shall observe and comply with all rules and regulations of the Board and all federal, state, and local laws, ordinances and regulations. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.
- 38.1. Design-Builder hereby acknowledges that the project manager(s), the project inspector(s), and DSA have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Agreement and related documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work. Design-Builder shall not be liable for delay caused solely by the District or the DSA, provided that Design-Builder's submittals to DSA and other governmental agencies meet the applicable standards required by that agency.
- 38.2. **Labor Code Requirements.** Design-Builder shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition,

the Design-Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Design-Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 39. Certified Payroll Records:** Design-Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
- 40. Audit.** Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years thereafter. Design-Builder shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.
- 41. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Design-Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.
- 42. Limitations of Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the Total Fee provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Work performed in connection with this Agreement. Whether any action or claim is based on warranty, contract, tort or otherwise, under no circumstances shall Design-Builder's total liability arising out of or related to this Agreement exceed the total amount paid by District to Design-Builder hereunder, except as provided in Section 31. This provision shall have no effect on the insurance coverages provided for herein.
- 43. Confidentiality.** Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Work to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 44. Disputes.** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Design-Builder agrees it will neither rescind the Agreement nor stop the progress of the Work, but will allow determination by the court of the State of California,

in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. The demand for mediation of any claim over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Design-Builder's submission of the request for final payment.

If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Design-Builder's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

45. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

46. District's Responsibilities.

- 46.1. **Access to Site.** District shall provide Design-Builder or any of its subcontractors or agents with free, unobstructed, access to the Site for the purpose of performing the Work hereunder. District shall provide Design-Builder with access to and use of lighting, power, and water while performing Work hereunder at no cost to Design-Builder.
- 46.2. **District Permits.** Unless otherwise provided in Attachment A-2, District shall provide all permits that are the responsibility of the District as set forth in Attachment A-2.
- 46.3. **Compliance with Laws and Agreements.** District shall comply with any applicable laws, permits and agreements that would have an effect on its responsibilities under the terms of this Agreement.
- 46.4. **Cooperation.** District shall fully and timely cooperate with Design-Builder in Design-Builder's performance of its obligations under this Agreement, including, without limitation, (a) timely review and, where applicable, approve drawings, specifications, change order requests and other Design-Builder requirements, (b) timely negotiate and execute interconnection agreement and timely provide all information and consents necessary for Design-Builder to apply for the permits Design-Builder is responsible for in accordance with Attachment A-2 and fulfill its obligations hereunder, (c) comply with the Project Schedule as it applies to District and (d) pay or cause to be paid any undisputed amount.
- 46.5. **Site Preparation.** Prior to commencement of the Work, District shall be responsible for any necessary Site preparation.
- 46.6. **Data Transmission.** Design-Builder will notify District in writing when a TCP/IP or telephone connection for data transmission is required during an applicable Warranty Term (as defined in Attachment A-4). Where required and upon notice, District shall cause to be installed a TCP/IP or telephone connection for data

transmission and shall maintain such connection throughout the applicable Warranty Term.

46.7. **Storage.** District shall provide Design-Builder with an area for storage space located near the Site for storage of materials, tools and equipment, and other purposes.

47. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
ATTN: Ajay Mohindra
(310) 842-4220 Ext. 4226

Design-Builder

SunPower Corporation, Systems
1414 Harbour Way South
Richmond CA, 94804
ATTN: Julie Williamson
(510)-260-0550

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

48. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

49. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

50. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

51. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

52. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

53. **Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

- 54. Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.
- 55. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 56. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 57. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 58. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.
- 59. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 60. Entire Contract.** This Agreement sets forth the entire contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CULVER CITY UNIFIED SCHOOL DISTRICT

Date: June 26, _____, 2012
By: _____
Print Name: Karlo Silbiger _____
Print Title: Board President _____
Address: 4034 Irving Pl Culver City 9023 _____
Telephone: (310) 842-4220 _____
Facsimile: (310) 842-4322 _____
E-Mail: boardmembers@ccusd.org _____

SUNPOWER CORPORATION, SYSTEMS

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Information regarding Design-Builder:

Design-Builder: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____
Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Exhibit A-1

PV System Description

Customer: Culver City Unified School District ("District")

Site Address: 4601 Elenda Street, Culver City, CA 90230

System Size (DC kW): 869.13 kWp / 750.00 kW-ac

System Modules: SunPower E20 Solar Module

Expected Inverter: Satcon PowerGate Plus 500 kW (1) and 250 kW (1)

**Single Line;
Array Layout:** Attachment A-3

Attachment A-2

Scope of Work

System Description: See Exhibit A-1

Total Fee: \$3,817,857

Noted allowances:

- \$7,500 allowance on column enhancements.
- \$25,000 allowance for a DSA permit and CGS review is included.
- Any taxes, other than sales tax, are excluded. This Scope of Work is based on a sales tax rate of 8.75%.

Schedule of Values:

Work Description	% of Total Fee
Proof of Insurance procured, Bonds procured, Signing of Agreement and issuance of Notice to Proceed	10%
Pre-Construction Work (Part of Design Phase)	10%
Construction of Canopies	25%
Delivery of solar modules to Site or secure warehouse (Part of Construction Phase)	30%
Delivery of inverters to Site or secure warehouse (Part of Construction Phase)	15%
Substantial Completion (Part of Construction Phase)	8%
Final Completion*	1%
DSA Closeout	1%

* Retention will be paid out in accordance with Public Contract Code section 7107.

Project Schedule:

Days:	Description:
0	District issues Notice to Proceed to Design-Builder
100 Days	Engineering Design Submittal Development
110 Days	Engineering Design Submittal Approval by District
12/10 or 30 Days after DSA Permit	Permission to Commence Construction on Site
220 Days	Inverters Delivered to Site (or Insured Warehouse)
250 Days	Balance of System Delivered to Site (or Insured Warehouse)
270 Days	Inverter Installation Completed
285 Days	PV Delivered to Site (or Insured Warehouse)
310 Days	PV Module Installation Completed
330 Days	Electrical Installation Completed
340 Days	Interconnection Approval
340 Days	Substantial Completion

395 Days

Final Completion

PeGu: 25 Year 97% Performance Guarantee w/5-yr true-up paid in 5-year installments

- Y01=\$41,089, Y06=\$23,584, Y11=\$27,983, Y16=\$33,203, Y21=\$39,396
- 1,639.15 kWh/kWp Yield
- -0.25% degradation rate

O&M: 25 Year Performance Plus O&M paid in 5-year installments

- Y01=\$60,569, Y06=\$70,216, Y11=\$81,399, Y16=\$94,364, Y21=\$100,751
- SunPower will assume the repair and replacement risk of the inverters through year 25 provided the O&M and PeGu option is extended every 5 years.

Other:

Any delay in payment subject to 10% annual carrying charge rate.

General Scope of Work

Design, supply, construct and commission the PV System for the District at: 4601 Elenda Street, Culver City, CA 90230. This Scope of Work provided shall include, but is not limited to:

A. Labor; Access. All labor, taxes, Work, and equipment necessary to produce a fully operational PV System, as described in Attachment A-1.

1. Scope of Work assumes standard working hours (7 am - 5 pm, Monday-Friday). Design-Builder and its subcontractors assume overtime work is acceptable subject to local ordinances, at its convenience and at no cost to the District.
2. Overtime necessary as result of delays caused by events outside Design-Builder's control or for events caused by the District will be considered extra cost above and beyond those included in this Exhibit.
3. Scope of Work assumes complete and unfettered access during mutually agreed upon times to the parking lots, point of interconnection and shortest feasible path between them from the time of mobilization to substantial completion of construction.
4. Design-Builder will have access to a staging area for delivery trucks during normal working hours. Design-Builder and local utility will have 24/7 access to existing electric utility meter and the utility lockable disconnect location.

B. Interconnection. Design-Builder shall be responsible for coordinating and obtaining from the utility company all required rights, permits, approvals, and interconnection agreements at the Design-Builder's expense and at no additional cost to the District. The District will become signatory on applications, permits, and utility agreements only where necessary. Design-Builder shall supply and install all standard interconnection related equipment on the District side of the meter, including panel circuit breakers, utility lockable disconnect switches, NGO metering, conduit, and wiring. Design-Builder shall fulfill all application, study, and testing procedures to complete the interconnection process. All labor and equipment costs associated with utility interconnection shall be borne by Design-Builder, except:

1. It is assumed that all utility-owned electrical equipment serving the facility has adequate capacity to handle the PV System output.
2. Any costs associated with unforeseen utility interconnection requirements, including but not limited to utility-owned equipment upgrades or additions, relay protection

equipment external to the inverters, telemetry required by utility, and system impact studies are not included.

3. The existing distribution infrastructure is assumed to have provisions to accept cable connections. Panel or bus bar reconfiguration is not included.
4. Additional District-side protection required by the utilities above that provided by the certified inverters is not included.

C. Permits. All necessary approvals from the Division of the State Architect (DSA) will be included. Prior to ordering equipment, the design must be finalized by the District and DSA in writing. The Design-Builder shall be responsible for DSA fees and CGS reviews. The District shall be responsible for all DSA inspections.

1. A \$25,000 allowance for a DSA permit and CGS review is included. Design-Builder shall have obtained the building, fire and electrical permits as well as any other permits required by applicable law to be obtained by Design-Builder in order to commence construction and installation, as applicable, prior to such commencement, other than those set forth in clause (2) below.
2. All other permits/approvals are excluded and shall be the responsibility of the District, to the extent required, including, but not limited to: conditional use permit, environmental control, storm water, soil erosion and sediment control, environmental impact report (CEQA), Army Corps of engineers, wetlands, water quality, archeological, endangered species, water rights, mineral rights, redevelopment agency, etc. This exclusion does not apply to the SCE interconnection agreement, which is addressed in Section B above.
3. If additional work is required for permits/approvals in support of the installation of the PV System, such as conditional use permits, environmental impact reports, dust control permits, etc., any associated added costs are not included.
4. Scope of Work assumes existing site is zoned for PV System installation and will not have to be re-zoned. Scope of Work also assumes that there will be no issues with any easements (such as roads and UG utility easements), right-of-ways, bridges, utility power lines, etc.

D. Foundations and Equipment Pads.

1. Electrical equipment such as the inverter(s) and switchgear will be installed on the ground with standard SunPower service concrete pads, located as depicted in the Array Layout attached hereto. Scope of Work assumes location of equipment pads as shown on array layout is acceptable. If a change is required, additional costs may be required.
2. Scope of Work also assumes use of standard dig trenching, where applicable, without issues related to underground utilities, and use of EMT conduit with rain-tight compression fittings for above ground installations and schedule 40 PVC for below ground installations. Special requirements for concrete encased duct banks, concrete capped duct banks, or slurry are excluded.
3. Electrical Equipment and Equipment Service Concrete Pad Shade Structures/Canopies are excluded from this Scope of Work. Scope of Work includes four-sided Galvanized Chain Link electrical equipment pads/enclosure. No Special provisions for privacy slats or other special fencing amenities are included in this Scope of Work.
4. Costs associated with de-watering resulting from foundation excavation for equipment pads or pier foundations are excluded from this Scope of Work.
5. Energy Management System Integration or similar control or SCADA system integrations to the new photovoltaic array(s) is excluded from this Scope of Work. Agreement assumes use of cellular modem for communication with a third party

monitoring company. All other communication and low voltage infrastructure is excluded from this Scope of Work.

- E. Site Conditions.** In designing, supplying and constructing the proposed PV System shall take into consideration the facilities electrical system, load patterns, Site and building conditions, available solar resources, obstructions, applicable zoning ordinances, installation cost, and other relevant factors.
1. Scope of Work assumes District will provide uninhibited access to District as-built and individual site record documentation, including electronic files, such as AutoCAD files, Geotechnical Reports, Topographic Mapping, and UG Utility Records.
 2. Special drainage requirements and/or drainage design and interconnection to District's existing storm drain system or any other storm drain discharge system is excluded from this Scope of Work.
 3. Scope of Work excludes requirements for accessibility upgrades and accessibility design beyond the confines of the photovoltaic shade structure/parking canopy structures.
 4. Scope of Work assumes no costs for any required fire flow testing required by local fire authority. Scope of Work assumes no new fire hydrants and/or water connections are required for installation of the photovoltaic parking canopies or rooftop systems. Any required fire sprinkler system design and/or installation is excluded from this Scope of Work.
 5. Existing site soil is assumed to have the following characteristics:
 - IBC or UBC Table 1804A.2, Class 3 or equivalent Non-hazardous, sandy gravel and/or gravel
 - Allowable foundation pressure greater than or equal to 2000 psf Lateral Bearing strength below grade equal to 200 (Lbs./Sq.Ft./Ft. of depth)
 - Lateral sliding coefficient of friction greater than or equal to 0.35 No sub-grade rocks or rock formations
 - Adequate drainage
 - Low to moderate corrosivity (PH is less than 5.5, electrical resistivity is more than 1000 OHM-cm, chloride is less than 500 ppm, sulfate is less than 2000 ppm)
 - Depth to start of passive pressure is 0.5 feet.
 6. Scope of Work assumes site max wind speed is no more than 90mph 3 sec wind gust and site is not located in Exposure D. More severe wind conditions would require additional engineering and costs. Design-Builder assumes standard weather patterns and site conditions for planning the Project Schedule. Instances of excessive climate, weather (greater than the most adverse conditions in the last 3 years) or natural disasters may result in delays and or unplanned costs (i.e. additional labor, shipping, storage, and logistics costs) which will be the responsibility of the District.
 7. Existing roads will be capable of handling all required construction equipment such as drilling rigs, concrete trucks, delivery trucks, cranes, and all other equipment necessary to complete the work. Design-Builder will not be responsible for any damage to existing roads resulting from normal construction operations.
 8. On-site water and power will be available for construction with no restrictions and at no charge to Design-Builder. Water shall be of sufficient quality to ensure worker safety in execution of the required work and suitable for Design-Builder's required concrete mix design, where applicable.
 9. Scope of Work assumes use of a temporary diesel generator onsite is acceptable during construction activities.
 10. Testing for, removal and disposal of any existing hazardous waste materials, contaminated soils, or any other unforeseen site conditions that require special handling are not included. Changes to design or construction as a result of utilities

and or hazards, underground or above ground, or any undocumented building upgrades are excluded from this Scope of Work.

11. Scope of Work excludes any re-striping of the parking lot.
12. Removal of trees and or landscape obstructions under the footprint of the proposed photovoltaic shade structure/parking canopies is included in this Scope of Work. Replacement or replanting of any trees or shrubs removed under the footprint of the structures is not included in this Scope of Work. Tree removal outside of the footprint of the photovoltaic shade structure at the Site is not included in this Scope of Work. Design-Builder also assumes that the District will remove other trees/shrubs if required to prevent shading that will impact power generation of the PV System in areas outside the construction area.
13. Site landscaping (e.g. plant restoration or long term weed abatement) is excluded from this Scope of Work. Irrigation system work is excluded beyond simple re-routing for photovoltaic parking canopies foundation installation.

F. Design. The design shall include:

1. PV System description;
2. Equipment details & description;
3. Identification of an appropriate location for the PV inverter equipment and its related components and environmental control systems;
4. Layout of installation;
5. Layout of equipment;
6. Selection of key equipment;
7. Specification for equipment procurement and installation;
8. All details associated with the planned structural support requirements and mounting details for the panels, inverters, and PV System components;
9. Rated performance of equipment components, subsystems, specific site projects;
10. Integration of PV System with Site power system;
11. Electrical grid interconnection requirement details;
12. Controls, monitors and instrumentation; and
13. Web-based monitoring plan and design.

G. Design-Builder shall install PV panels, inverters and other components that:

1. Meet the CEC Standards as noted on the CEC's website.
2. Meet any other requirements that establish eligibility for CSI incentives.

H. Electrical. Design-Builder shall supply and install all equipment, materials, and labor necessary for the PV System and integrate the Solar PV System with the overall school electrical system.

1. All work shall be coordinated, in advance, with the District and shall be scheduled so as not to disrupt the teaching or learning environments.
2. Scope of Work assumes all parking lot light standards in direct conflict with installation of photovoltaic shade structures/parking canopies can be removed. Scope of Work also assumes that the existing lighting circuits, for those removed parking lot light standards, can be re-used for photovoltaic shade structures/parking canopies lighting system and that those existing circuits have ample current carrying capacity to provide required lighting at shade structures/parking canopies, per jurisdictional code requirements.
3. New lighting circuit installation is excluded from this Scope of Work as well as any required timing circuit reconfiguration, lighting controllers, relays, or new panel boards. Lighting design and/or installation beyond the photovoltaic shade structures/parking canopies is not included in this Scope of Work. Scope of Work includes standard fluorescent fixtures for lighting under structures. Scope of Work

includes 1.2 specified light fixtures per structural shade structure/parking canopy bay.

4. No security system beyond chain link fencing around electrical equipment service concrete pad is included in this Scope of Work.
5. Painting of steel photovoltaic canopy support structures is included in this Scope of Work. All other materials are either factory finished or are galvanized and do not need painting for corrosion protection. Painting of conduits, misc. metals, equipment, and equipment enclosures are not included as part of this Scope of Work.

I. Commissioning. Design-Builder shall fulfill all application, study, and testing procedures to complete the interconnection process. Design-Builder shall provide Work related to commissioning and transfer of the PV System and all of its appurtenant equipment to the District. Design-Builder shall provide recommended testing protocols and conditions for review and approval by the District, such approval not to be unreasonably withheld or delayed. During the start-up, the District, and/or its independent engineer, shall observe and verify the PV System's performance. Required commissioning and acceptance test Work include:

1. Starting up the PV System until it achieves the performance requirements of the agreement;
2. Conducting the performance testing over a consecutive twenty-four (24) hour period; and
3. Conducting the successful acceptance test within sixty (60) days following of Substantial Completion.
4. Scope of Work assumes commissioning requirements for this project is only for the photovoltaic portion of the project only. Scope of Work does not include other building system commissioning cost not related to our work (i.e. HVAC, Plumbing, Fire Alarm, etc.).
5. IV Curve commissioning is not included.

J. O&M Manuals. Design-Builder shall provide three (3) sets of Site-specific operation, maintenance, and parts manuals for the installed PV System. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment at the Site. A maintenance schedule shall be developed for the Site. Design-Builder shall also provide three sets of as-built drawings in AutoCAD 14 or higher. These requirements shall be delivered prior to Final Completion.

K. Web Based Monitoring Platform. Design-Builder shall monitor the PV System performance and shall provide public education and outreach regarding the PV System.

1. Design-Builder shall provide a turnkey data acquisition and display system that allows the District to monitor, analyze and display historical and live solar electricity generation data for the Site. This display system will allow the District to monitor performance against the warranted production requirements. The data should be collected on an hourly basis and include, but not be limited, to the following:
 - a. PV System energy production.
 - b. Maximum power (a/c)
 - c. Cumulative/lifetime energy production
 - d. Hourly weather data, including:
 - i. Ambient temperature
 - ii. Solar irradiation
 - iii. Wind speed
 - e. Simulated (expected) energy production based on actual weather conditions
 - f. Service codes and alarms

2. Minimum requirements of the monitoring and display system include:
 - a. Hourly graphical tabulation of production.
 - b. Cumulative production (kwh) of PV System per day, week, month, year.
 - c. Calculated displacement of CO2 and equivalent barrels of oil (100 kWh = 0.1936 barrels of oil).
 - d. Ability to link site to District web page with web page graphic.
3. Monitoring platform includes the ability for the District to generate custom reports (through internet accessible data downloading) of up to 10 operating parameters (such as hourly weather data and energy production).
4. Monitoring platform includes a public-display website ("kiosk mode") for site performance monitoring from any web enabled monitor, including the following features:
 - a. Username and Password protected. Remains authenticated once logged in.
 - b. User configurable from SunPower website:
 - c. Upload pictures of the Site
 - d. Display optional pages
 - e. Upload custom text and custom image on a dedicated user configured page
 - f. Upload and display District logo

L. Training. Design-Builder shall provide training to designated District personnel.

1. A four (4) hour training session will be provided to the on-site building manager after Substantial Completion and prior to Final Completion. Training session is designed for less than 10 staff employees.
2. The training shall include basic aspects of PV theory, routine operation, maintenance, and safety of the PV System, as well as the monitoring and display system.
3. O&M manuals described above will be turned over to District staff at this time.

M. Other

1. Third-party monitoring is not included.
2. Owner/investor retains responsibility for property insurance in the requisite amount for all installed equipment.
3. Design-Builder will not be responsible for removal of the PV System.

Attachment A-3
SINGLE LINE; ARRAY LAYOUT

[TO BE INSERTED.]

Attachment A-4- Warranties

SYSTEM WARRANTY

1. System Information. This Standard Warranty (this "Warranty") applies to the System installed by Design-Builder pursuant to this Agreement.

2. SunPower System Warranty. Design-Builder warrants that (a) materials and equipment shall be new and unused as of the date of installation and (b) the System shall conform to the Specification on the Substantial Completion Date and shall be free from defects in materials and workmanship under normal operating conditions for a period of ten years thereafter ("Warranty Term"); provided, however, that this Warranty shall not include any warranty statements beyond the scope of this Warranty and provided by Other Manufacturers as described in Section 3 below. Upon a breach of the Warranty during the Warranty Term, Design-Builder will, upon Notice from District of a valid warranty claim, at Design-Builder's sole option, either repair or replace any defective parts. Design-Builder shall have reasonable access to the Site as necessary to perform its warranty obligations under this Agreement. All costs for the removal, replacement and reinstallation of all equipment and materials necessary to gain access to defective Work shall be borne by Design-Builder. Unless this Warranty is extended by written agreement, District shall pay for any repair costs incurred by Design-Builder after the Warranty Term expires. This Warranty applies solely to the System and does not include (i) roof repair or maintenance or (ii) site work, including but not limited to, grading and landscape maintenance, if applicable.

3. Manufacturer Warranties. Design-Builder assigns to District the applicable pass-through warranties from Design-Builder's manufacturers, including photovoltaic modules and inverters ("Other Manufacturers"). The Other Manufacturers shall be stated in the Design Submittal. Design-Builder warrants that materials and equipment subject to warranties of Other Manufacturers have been installed in accordance with the requirements of those warranties. Design-Builder makes no representation or warranty, and District shall seek no recourse from Design-Builder, unless specifically provided to the contrary, regarding the warranties of Other Manufacturers that extend beyond the scope of this Warranty, including, without limitation, the power output of the photovoltaic modules.

4. Warranty Exceptions. This Warranty does not apply to:

4.1 Damage, malfunction, or degradation of the System, including electrical output, to the extent caused by:

- a. failure to Properly Operate or Maintain the System (as described below); or
- b. any repair or replacement using a part or service not provided or authorized in writing by Design-Builder; or
- c. normal wear and tear, including expected degradation electrical output; or
- d. environmental factors, including but not limited to corrosion, insects, animals, lightning, flooding, and winds in excess of design specifications.

4.2 Damage, malfunction, or degradation of the System, including electrical output and System's supporting structure, to the extent:

- a. resulting from District or third party abuse, accident, alteration, improper use, solar infringement, negligence, vandalism, theft, or a Force Majeure Event; or
- b. caused by unknown structural defects with the building or foundation upon which the System is located, excepting structures installed by Design-Builder and included under this warranty scope; or
- c. resulting from change in usage of the building or site, including neighboring surroundings, without the written approval of Design-Builder.

4.3 For purposes of this Section, "Properly Operate and Maintain the System" shall mean that District, or qualified party on District's behalf, shall:

- a. perform all initial troubleshooting and diagnostics, including photographic evidence and reporting of inverter fault codes, when applicable, prior to submitting a warranty claim; and
- b. otherwise operate and maintain the System in full accordance with the printed manuals and instructions provided with the System to District;

provided that, for the avoidance of doubt, should the operation and maintenance of the System be performed by or on behalf of Design-Builder pursuant to an Operations and Maintenance Agreement providing for such services for the duration of the Warranty Term, Proper Operation and Maintenance shall be deemed satisfied for purposes of this Warranty. Resetting of any protective devices and replacement of any fuses or other consumables within the System are assumed to be included within Proper Operation and Maintenance and not included within the scope of this Warranty.

5. Successors and Assigns. This Warranty shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns (including, without limitation, any owner or tenant of the Site). No assignment by District shall relieve Design-Builder of any of its obligations under this Warranty. Nothing in this Warranty, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Warranty upon any Person other than the Parties.

6. Disclaimer. Except as expressly provided herein, Design-Builder expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose. Neither the Agreement nor any document furnished under it, unless explicitly stated, is intended to express or imply any warranty or guarantee with regard to the performance of the System with respect to (i) electricity output, (ii) reduction in energy costs or environmental savings, (iii) financial savings or return on investment and (iv) public recognition.

PV Module Warranty

SUNPOWER

SUNPOWER LIMITED WARRANTY FOR PV MODULES

Applies to the following models:

SPR-yyyEz-xxx-x - where yyy is a module power rating between 90 and 430 Watts

SPR-yyyz-xxx-x, where yyy is a module power rating between 80 and 420 Watts

T5-SPR-yyy, where yyy is a module power rating between 290 and 325 Watts

Serengeti branded pv modules: SER-yyyz, where yyy is a module power rating between 200 and 290 Watts

(*xxx-x" "z" defines product variants)

1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy

SunPower Corporation with offices at 3939 North First Street, San Jose, CA 95134 ("SunPower") warrants that for ten (10) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending ten (10) years from date of delivery to the original end-customer ("the Customer"), SunPower will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

2. Limited Power Warranty

- a) SunPower additionally warrants: If, within twelve (12) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power¹ as specified at the date of delivery in SunPower's Product datasheet, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower
- b) SunPower additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power¹ as specified at the date of delivery in SunPower's Product datasheet, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower.

3. Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) Warranty claims may only be made by, or on the behalf of, the original and customer or a person to whom title has been transferred for the PV Modules.

¹Minimum Peak Power = Peak power minus the Peak power tolerance (as specified in SunPower's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: irradiance of 1000 W/m², light spectrum AM 1.5g and a cell temperature of 25 degrees C)

SunPower Corporation
1-800-SUNPOWER (1-800-786-7663) • Email: customer-care@sunpowercorp.com • www.sunpowercorp.com

Document#: 001-03266 Rev *G

- c) The Limited Warranties do not apply to any of the following:
1. PV modules which in SunPower's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than a SunPower authorized dealer, non-observance of the applicable SunPower installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of SunPower, power failure surges, lightning, flood, fire, accidental breakage or other events outside SunPower's control.
 2. Cosmetic defects stemming from normal wear and tear of PV module materials.
 3. PV modules installed in locations, which in SunPower's absolute judgment may be subject to direct contact with salt water.
- d) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- e) When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years as per the provisions of clause 2(a) hereof.
- f) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

4. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUNPOWER. SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance


If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) installer, who sold the PV-modules, or (b) any authorized SunPower distributor, of the claim in writing, or (c) send such notification to SunPower Corporation, 3939 North First Street, San Jose, CA 95134, directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to SunPower for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by SunPower.

SunPower Corporation
1-800-SUNPOWER (1-800-786-7693) • Email: customercare@sunpowercorp.com • www.sunpowercorp.com

Document#: 001-03266 Rev 'G

Inverter Warranty

Example of Inverter Warranty: 20 Year Inverter Warranty will be obtained from Satcon with purchase of inverters.

 Satcon	Satcon Technology Corporation	Name: Ten (10) Year Warranty for Photovoltaic Inverters	
	Service Dept. - Warranty Reg.	Number: COMM-021	
	2925 Bayview Drive	Revision level: 002	Date: 02/12/2010
	Fremont, CA 94538	Pages: 5	

SATCON TEN (10) YEAR WARRANTY FOR PHOTOVOLTAIC INVERTERS

1.0 DEFINITIONS

- 1.1. "Manual" means the current Satcon Installation, Operation and Maintenance Guide for the Product covered under this Warranty.
- 1.2. "Operator" means the owner or end-user of the Product for which Service will be performed under the Plan.
- 1.3. "The Product" means the Photovoltaic Inverter purchased from Satcon by Operator.
- 1.4. The "Registration Form" is the Photovoltaic Inverter Warranty Registration Form as set forth in Exhibit A of this Warranty. The Registration Form must be completed and returned to Satcon.
- 1.5. "Service Call" means a Site visit by Satcon technicians in response to a claim.
- 1.6. "Site" means the location of Operator's Product that is covered under this Warranty.
- 1.7. "Warranty Period" means the period of time the Product is covered under this Warranty.
- 1.8. "The Warranty" means this Warranty for Photovoltaic Inverters.

2.0 WARRANTY


- 2.1. Satcon warrants that any Product sold hereunder shall be free from defects in material and workmanship and shall substantially conform to the applicable specifications for the Warranty Period terminating one-hundred-twenty-six (126) months from the date of delivery or one-hundred-twenty (120) months from the date of first use for commercial purposes (but no later than 6 months from the date of delivery), whichever occurs first. The termination date of the warranty is set forth in Article 4 of Exhibit A ("Photovoltaic Inverter Warranty Registration Form") to this Warranty, which should be completed by Operator and returned to Satcon within 14 days of date of first use for commercial purposes.
- 2.2. In full satisfaction of any claim under this warranty, Satcon shall, if satisfied after its inspection, tests or other assessment that the Product is defective, either (i) repair any defective part or parts, or (ii) make available to purchaser or end-user ("Operator") such repaired or replacement part or parts or such service as is required to in Satcon's opinion correct the defect. Parts shall be delivered in accordance with the delivery terms applicable to the parts and services hereunder and any excess or replaced parts shall be returned FCA Seller's factory (INCOTERMS 2000). Service shall be performed during times mutually agreed upon in advance by Satcon and Operator. Satcon and Operator shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests.

3.0 THIS WARRANTY SHALL BE VOID IN THE EVENT OF THE FOLLOWING.

- 3.1. The Products have been damaged in shipment or improperly stored, installed or maintained or otherwise have not been used in conformance with the Satcon current Manual or have been altered or repaired without Satcon's prior written consent.
- 3.2. Operator fails to notify Satcon in writing within seventy-two (72) hours of any claim under this warranty; or

PLEASE COMPLETE AND RETURN REGISTRATION FORM TO SATCON SERVICE

Page 1 of 5

 Satcon	Satcon Technology Corporation Service Dept. - Warranty Reg. 2925 Bayview Drive Fremont, CA 94538	Name: Ten (10) Year Warranty for Photovoltaic Inverters	
		Number: COMM-021	
		Revision level: 002	Date: 02/12/2010
		Pages: 5	

3.3. Operator fails to make any Product subject of a claim available for inspection and correction within seventy-two (72) hours of notice of the claim.

4.0 THIS WARRANTY DOES NOT COVER THE FOLLOWING:


- 4.1. Damage, malfunction, or degradation of electrical output caused, directly or indirectly, by any repair or replacement using a part or service not provided or authorized in writing by Satcon;
- 4.2. Damage, malfunction, or degradation of electrical output resulting, directly or indirectly, from Operator or third party abuse, accident, alteration, improper use, negligence or vandalism, or from earthquake beyond the Product's rating, fire, flood, direct lightning strike to the Product, other acts of God or severe weather beyond the Product's rating or by any other events outside of the control of Satcon;
- 4.3. Damage, malfunction, or degradation of electrical output resulting, directly or indirectly, from any third party components or monitoring systems that are either supplied by Operator or specified by Operator or purchased by Satcon on behalf of Operator, and incorporated into the Product;
- 4.4. Non-scheduled maintenance and repairs as a direct result of improper maintenance or the non-performance of maintenance, as set forth in the Satcon current Manual.
- 4.5. Internal and/or external damage as a result of non-Satcon involved shipping, installation that is not provided by Satcon, or any repair that is not covered during the Warranty Period.
- 4.6. Additional maintenance that may be required as a result of the Product being operated in severe, extreme or unusual conditions or otherwise not in accordance with the Satcon current Manual.
- 4.7. Additional maintenance that may be required as a result of any modification made to the Product that was not approved by Satcon.
- 4.8. Additional maintenance that may be required as a result of the following:
 - 4.8.1. Accidental damage, abuse, misuse or consequential damage as a result of such an action, which is not caused by Satcon.
 - 4.8.2. Failure to use the Product in accordance with the instructions contained in the Satcon current Manual.
 - 4.8.3. Failure to ensure that the Product is properly, regularly and punctually serviced in accordance with the instructions and recommendations specified in the Satcon current Manual.
 - 4.8.4. The Product being serviced by persons other than Satcon-authorized personnel.
 - 4.8.5. Installation of non-Satcon approved parts.
 - 4.8.6. Any repairs required as a result of continued operation of the Product once a defect has occurred (including over-temperature situations or inadequate air flow)

5.0 THIS WARRANTY IS CONDITIONAL UPON THE FOLLOWING:

- 5.1. If applicable, the installation and operation, at Seller's sole discretion, of Seller's remote monitoring system to verify the performance of any Product sold under this Agreement.

PLEASE COMPLETE AND RETURN REGISTRATION FORM TO SATCON SERVICE

Page 2 of 5

 Satcon	Satcon Technology Corporation	Name: Ten (10) Year Warranty for Photovoltaic Inverters	
	Service Dept. - Warranty Reg.	Number: COMM-021	
	2925 Bayview Drive	Revision level: 002	Date: 02/12/2010
	Fremont, CA 94538	Pages: 5	

- 5.2. Satisfactory inspection by Satcon's service representative, at Satcon's sole discretion, not more frequently than once a year.
- 5.3. Satisfactory rectification by Operator, at its sole expense, of any adverse or dangerous conditions or circumstances identified by monitoring or inspection.
- 5.4. Operator executing and delivering to Satcon, the Registration Form and, if applicable, the Satcon remote monitoring licensing agreements.
- 5.5. The customer is responsible for performing annual preventative maintenance per the Satcon current Manual.

6.0 SITE ACCESS FOR SERVICE CALLS:

- 6.1. Operator shall provide Satcon Service personnel with access to the Site and any special instructions for access to the Site. Satcon shall have no liability in the event that access is not provided to the Site and Operator will be invoiced for any costs incurred by Satcon in the event an additional visit is required to the Site due to lack of access.
- 6.2. It is the Operator's responsibility to notify Satcon of any hazards at the Site and assure that the Site is free from hazards or obstructions, and that all safety precautions are followed at the Site.

7.0 FORCE MAJEURE.

- 7.1. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of acts of God or other cause which is beyond the reasonable control of such Party and could not have been avoided by the exercise of reasonable prudence, including but not limited to natural disasters (e.g. earthquakes, floods, landslides), explosions, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current or other circumstances with comparable effects (e.g. terrorist attacks, nuclear accidents, war, civil war or similar uprising, general strike, strike, lock-out). In the event of the occurrence of any force majeure event, the affected Party shall notify the other Party immediately in writing of the invocation of this Section, and each Party's obligations hereunder to the other shall be suspended for the duration of such force majeure event; provided, however, that the affected Party shall be obligated to use its commercially reasonable efforts to restore performance hereunder as soon as reasonably practicable, and provided, further, that if such event continues for more than thirty (30) days in the aggregate in any six (6) month period, the non-affected Party shall have the right to terminate this Agreement at any time upon written Notice to the other Party.

8.0 ASSIGNMENT

- 8.1. This warranty extends to the Operator, including any subsequent Operator or a lessee or assignee of a lease, at the same Site during the Warranty Period of the Product purchased by Operator, with the exception that the continuation of the warranty for an installed Product relocated to another site is subject to a site inspection by Satcon at the new Site prior to installation, at Operator's expense.

9.0 INSURANCE

Each Party shall maintain the following insurance coverage to insure risks at the Site:

PLEASE COMPLETE AND RETURN REGISTRATION FORM TO SATCON SERVICE

Page 3 of 5

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above project.

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Governing Board of the District as follows:

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

Design-Builder certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Agreement (check all that apply):

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

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

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

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

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

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

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

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

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

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

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

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

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

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

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S

PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGN-BUILDER.

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING PROJECT CERTIFICATION

PROJECT/AGREEMENT NO.: _____ between Culver City Unified School District ("District") and _____ ("Design-Builder") ("Agreement").

This form shall be executed by (1) all architects, engineers, or roofing consultants who provide professional services related to a roof repair or replacement project ("roofing project") and shall be submitted to the District prior to the time professional services are engaged and (2) all contractors, materials manufacturers, or vendors involved in a bid or proposal for a roof repair or replacement project ("roofing project") and submitted to the District when the award is made.

- Certification of:
- | | |
|---|---|
| <input type="checkbox"/> Architect | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Vendor |
| <input type="checkbox"/> Roofing Consultant | <input type="checkbox"/> Materials Manufacturer |
| | <input type="checkbox"/> Other _____ |

I, [Name], [Name of Employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, [Name], [Name of Employer], certify that I do not have, and throughout the duration of the Agreement, I will not have, any financial relationship in connection with the performance of this Agreement with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, [Name], [Name of Employer], have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project Agreement (provide Name and Address of Building, and Agreement Date and Number):

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

BOARD REPORT

6/26/12

14.3c

14.3c Approval of Amendment to Contract between Culver City Unified School District and Clyde Murley – Increase in Amount

As previously directed by the Board, the District retained the services of Clyde Murley as a consultant to prepare and file our California Solar Initiative (CSI) rebate application, as well as assist the district in many other areas of the proposed solar project at the middle and high school campus. The Board approved the contract between the District and Clyde Murley in the amount of \$68,000 at the regularly scheduled board meeting held on March 12, 2012. Since that time, due to the increasing number of requests and increased workload, it has become necessary to increase Mr. Murley's contract by \$15,000 to cover additional invoicing of time. As such, the new total reflected on the contract will be \$83,000.

RECOMMENDED MOTION: That the Board of Education approve the \$15,000 increase to the contract between Culver City Unified School District and Clyde Murley.

Moved by:

Seconded by:

Vote:

BOARD REPORT

6/26/12

14.3d

14.3d Approval of AB1200 Public Disclosure – Financial Impact of 2011-12 Agreement Between Culver City Unified School District (CCUSD) and Culver City Federation of Teachers (CCFT)

In accordance with AB1200, the District has completed a Public Disclosure of Collective Bargaining Agreement Form showing the financial impact of the agreement between CCUSD and CCFT, a copy of which is attached for the Board's information, review and approval.

RECOMMENDED MOTION: That the Board of Education approve the AB1200 Public Disclosure of Collective Bargaining Agreement.

Moved by:

Seconded by:

Vote:

**Los Angeles County Office of Education
Division of Business Advisory Services**

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3540.2(a), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Culver City Unified School District
 Name of Bargaining Unit: Culver City Federation of Teachers
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2011 and ending: June 30, 2012
 (date) (date)

The Governing Board will act upon this agreement on: June 26, 2012
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation All Funds - Combined	Annual Cost Prior to Proposed Agreement (Current Budget)	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1	Year 2	Year 3
		Increase/(Decrease) FY -	Increase/(Decrease) FY -	Increase/(Decrease) FY -
1. Salary Schedule Including Step and Column	\$ 20,339,902	\$ -	\$ 111,869	\$ -
		0.00%	0.55%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ 25,000	\$ 25,000
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,195,399	\$ -	\$ 42,575	\$ 3,928
		0.000%	1.33%	0.12%
4. Health/Welfare Plans	\$ 2,359,768	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Compensation Add Items 1 through 4 to equal 5	\$ 25,895,069	\$ -	\$ 179,444	\$ 28,928
		0.000%	0.69%	0.11%
6. Total Number of Represented Employees (Use FTEs if appropriate)	299.60			
7. Total Compensation Average Cost per Employee	\$ 86,432	\$ -	\$ 599	\$ 97
		0.000%	0.69%	0.11%

Culver City Unified School District

Culver City Federation of Teachers

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

There is no change in the first year. Stipends are implemented in fiscal year 2012-13. One day of Salary is equal to .55% which will be paid as a one time off salary bonus in fiscal year 2012-13 contingent upon the passage of November tax initiative.

9. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare

Yes No

If yes, please describe the cap amount.

District has a cap of \$8,985 for Health & Welfare.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

District will create a nurse pool and if a sub nurse is not available then the nurses on duty will split the job responsibility and sub pay. Eight(8) Wednesdays will be designated by the site administration and leadership as staff meeting free days. Elementary Special Day Class teachers will be given five (5) days for testing ,IEP, and planning.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

Culver City Unified School District

Culver City Federation of Teachers

D. What contingency language is included in the proposed agreement (i.e., reopeners, etc.)?

The one time off salary schedule payment to teachers is equivalent to one day of pay .55% contingent on the passage of Governor's November tax initiative to be paid in January 2013. Also an ongoing \$25,000(\$5,000 per site) stipend for the Elementary Schools to be effective starting fiscal year 2012-13.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

N/A

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (e.g., what will allow the district to afford this contract)?

The Elementary School stipends are ongoing and will be paid from general fund.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund
Bargaining Unit: Culver City Federation of Teachers

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources 8010-8099	\$ 34,579,188		\$ -	\$ 34,579,188
Federal Revenue 8100-8299	\$ 54,867		\$ -	\$ 54,867
Other State Revenue 8300-8599	\$ 5,979,858		\$ -	\$ 5,979,858
Other Local Revenue 8600-8799	\$ 2,398,246		\$ -	\$ 2,398,246
TOTAL REVENUES	\$ 43,012,159		\$ -	\$ 43,012,159
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 20,254,507	\$ -	\$ -	\$ 20,254,507
Classified Salaries 2000-2999	\$ 5,250,642	\$ -	\$ -	\$ 5,250,642
Employee Benefits 3000-3999	\$ 7,152,549	\$ -	\$ -	\$ 7,152,549
Books and Supplies 4000-4999	\$ 1,164,771		\$ -	\$ 1,164,771
Services, Other Operating Expenses 5000-5999	\$ 2,806,236		\$ -	\$ 2,806,236
Capital Outlay 6000-6999	\$ 118,497		\$ -	\$ 118,497
Other Outgo 7100-7299 7400-7499	\$ 124,000		\$ -	\$ 124,000
Indirect/Direct Support Costs 7300-7399	\$ (1,121,143)		\$ -	\$ (1,121,143)
TOTAL EXPENDITURES	\$ 35,750,059	\$ -	\$ -	\$ 35,750,059
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 1,300,000	\$ -	\$ -	\$ 1,300,000
Transfers Out and Other Uses 7600-7699	\$ 1,318,944	\$ -	\$ -	\$ 1,318,944
Contributions 8980-8999	\$ (7,980,173)	\$ -	\$ -	\$ (7,980,173)
OPERATING SURPLUS (DEFICIT)*	\$ (737,017)	\$ -	\$ -	\$ (737,017)
BEGINNING FUND BALANCE				
9791	\$ 13,945,897			\$ 13,945,897
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 13,208,880	\$ -	\$ -	\$ 13,208,880
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740				
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 2,715,988	\$ -	\$ -	\$ 2,715,988
Unassigned/Unappropriated Amount 9790	\$ 10,492,892	\$ -	\$ -	\$ 10,492,892

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Revised June 2011

Division of Business Advisory Services
Los Angeles County Office of Education

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Restricted General Fund Culver City Federation of Teachers			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Revenue Limit Sources	8010-8099	\$ 796,824		\$ -	\$ 796,824
Federal Revenue	8100-8299	\$ 3,433,374		\$ -	\$ 3,433,374
Other State Revenue	8300-8599	\$ 4,259,048		\$ -	\$ 4,259,048
Other Local Revenue	8600-8799	\$ 875,372		\$ -	\$ 875,372
TOTAL REVENUES		\$ 9,364,618		\$ -	\$ 9,364,618
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 4,589,492	\$ -	\$ -	\$ 4,589,492
Classified Salaries	2000-2999	\$ 2,999,846	\$ -	\$ -	\$ 2,999,846
Employee Benefits	3000-3999	\$ 1,972,952	\$ -	\$ -	\$ 1,972,952
Books and Supplies	4000-4999	\$ 1,359,106		\$ -	\$ 1,359,106
Services, Other Operating Expenses	5000-5999	\$ 5,541,165		\$ -	\$ 5,541,165
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 788,198		\$ -	\$ 788,198
TOTAL EXPENDITURES		\$ 17,250,759	\$ -	\$ -	\$ 17,250,759
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 7,980,173	\$ -	\$ -	\$ 7,980,173
OPERATING SURPLUS (DEFICIT)*		\$ 94,032	\$ -	\$ -	\$ 94,032
BEGINNING FUND BALANCE					
Prior-Year Adjustments/Restatements	9791 9793/9795	\$ 1,290,885			\$ 1,290,885
ENDING FUND BALANCE		\$ 1,384,917	\$ -	\$ -	\$ 1,384,917
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 1,384,917	\$ -	\$ -	\$ 1,384,917

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Combined General Fund**
Culver City Federation of Teachers

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources 8010-8099	\$ 35,376,012		\$ -	\$ 35,376,012
Federal Revenue 8100-8299	\$ 3,488,241		\$ -	\$ 3,488,241
Other State Revenue 8300-8599	\$ 10,238,906		\$ -	\$ 10,238,906
Other Local Revenue 8600-8799	\$ 3,273,618		\$ -	\$ 3,273,618
TOTAL REVENUES	\$ 52,376,777		\$ -	\$ 52,376,777
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 24,843,999	\$ -	\$ -	\$ 24,843,999
Classified Salaries 2000-2999	\$ 8,250,488	\$ -	\$ -	\$ 8,250,488
Employee Benefits 3000-3999	\$ 9,125,501	\$ -	\$ -	\$ 9,125,501
Books and Supplies 4000-4999	\$ 2,523,877		\$ -	\$ 2,523,877
Services, Other Operating Expenses 5000-5999	\$ 8,347,401		\$ -	\$ 8,347,401
Capital Outlay 6000-6999	\$ 118,497		\$ -	\$ 118,497
Other Outgo 7100-7299 7400-7499	\$ 124,000		\$ -	\$ 124,000
Indirect/Direct Support Costs 7300-7399	\$ (332,945)		\$ -	\$ (332,945)
TOTAL EXPENDITURES	\$ 53,000,818	\$ -	\$ -	\$ 53,000,818
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ 1,300,000	\$ -	\$ -	\$ 1,300,000
Transfers Out and Other Uses 7600-7699	\$ 1,318,944	\$ -	\$ -	\$ 1,318,944
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (642,985)	\$ -	\$ -	\$ (642,985)
BEGINNING FUND BALANCE				
9791	\$ 15,236,783			\$ 15,236,783
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 14,593,798	\$ -	\$ -	\$ 14,593,798
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 2,715,988	\$ -	\$ -	\$ 2,715,988
Unassigned/Unappropriated Amount 9790	\$ 11,877,810	\$ -	\$ -	\$ 11,877,810

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

Culver City Federation of Teachers

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 212,001		\$ -	\$ 212,001
Other State Revenue 8300-8599	\$ 9,577		\$ -	\$ 9,577
Other Local Revenue 8600-8799	\$ 305,138		\$ -	\$ 305,138
TOTAL REVENUES	\$ 526,716		\$ -	\$ 526,716
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 878,681	\$ -	\$ -	\$ 878,681
Classified Salaries 2000-2999	\$ 306,076	\$ -	\$ -	\$ 306,076
Employee Benefits 3000-3999	\$ 299,942	\$ -	\$ -	\$ 299,942
Books and Supplies 4000-4999	\$ 50,717		\$ -	\$ 50,717
Services, Other Operating Expenses 5000-5999	\$ 82,266		\$ -	\$ 82,266
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 67,763		\$ -	\$ 67,763
TOTAL EXPENDITURES	\$ 1,685,445	\$ -	\$ -	\$ 1,685,445
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 1,318,944	\$ -	\$ -	\$ 1,318,944
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 160,215	\$ -	\$ -	\$ 160,215
BEGINNING FUND BALANCE 9791	\$ 666,521			\$ 666,521
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 826,736	\$ -	\$ -	\$ 826,736
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 826,736	\$ -	\$ -	\$ 826,736
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

Culver City Federation of Teachers

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 314,024		\$ -	\$ 314,024
Other State Revenue 8300-8599	\$ 1,244,677		\$ -	\$ 1,244,677
Other Local Revenue 8600-8799	\$ 2,125,900		\$ -	\$ 2,125,900
TOTAL REVENUES	\$ 3,684,601		\$ -	\$ 3,684,601
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,242,249	\$ -	\$ -	\$ 1,242,249
Classified Salaries 2000-2999	\$ 1,034,034	\$ -	\$ -	\$ 1,034,034
Employee Benefits 3000-3999	\$ 788,812	\$ -	\$ -	\$ 788,812
Books and Supplies 4000-4999	\$ 179,223		\$ -	\$ 179,223
Services, Other Operating Expenses 5000-5999	\$ 92,183		\$ -	\$ 92,183
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 182,182		\$ -	\$ 182,182
TOTAL EXPENDITURES	\$ 3,518,683	\$ -	\$ -	\$ 3,518,683
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 165,918	\$ -	\$ -	\$ 165,918
BEGINNING FUND BALANCE				
9791	\$ 1,028,698			\$ 1,028,698
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,194,616	\$ -	\$ -	\$ 1,194,616
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 1,914,616	\$ -	\$ -	\$ 1,914,616
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (720,000)	\$ -	\$ -	\$ (720,000)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Revised June 2011

Division of Business Advisory Services
Los Angeles County Office of Education

Public Disclosure of Proposed Collective Bargaining Agreement

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund
Culver City Federation of Teachers

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 1,062,000		\$ -	\$ 1,062,000
Other State Revenue 8300-8599	\$ 83,900		\$ -	\$ 83,900
Other Local Revenue 8600-8799	\$ 891,500		\$ -	\$ 891,500
TOTAL REVENUES	\$ 2,037,400		\$ -	\$ 2,037,400
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 868,854	\$ -	\$ -	\$ 868,854
Employee Benefits 3000-3999	\$ 277,587	\$ -	\$ -	\$ 277,587
Books and Supplies 4000-4999	\$ 939,702		\$ -	\$ 939,702
Services, Other Operating Expenses 5000-5999	\$ 73,037		\$ -	\$ 73,037
Capital Outlay 6000-6999	\$ 15,000		\$ -	\$ 15,000
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 83,000		\$ -	\$ 83,000
TOTAL EXPENDITURES	\$ 2,257,180	\$ -	\$ -	\$ 2,257,180
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (219,780)	\$ -	\$ -	\$ (219,780)
BEGINNING FUND BALANCE				
9791	\$ 377,590			\$ 377,590
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 157,810	\$ -	\$ -	\$ 157,810
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 147,366	\$ -	\$ -	\$ 147,366
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 10,444	\$ -	\$ -	\$ 10,444

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

Culver City Federation of Teachers

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE				
9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Revised June 2011

Division of Business Advisory Services
Los Angeles County Office of Education

Public Disclosure of Proposed Collective Bargaining Agreement

Culver City Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

Culver City Federation of Teachers

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/13/12)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Revised June 2011

Division of Business Advisory Services
Los Angeles County Office of Education

Public Disclosure of Proposed Collective Bargaining Agreement

Culver City Unified School District
Culver City Federation of Teachers

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Unrestricted General Fund	Amount	Explanation
Page 4a Revenues	\$ -	
Page 4a Expenditures	\$ -	
Page 4a Other Financing Sources/Uses	\$ -	

Restricted General Fund	Amount	Explanation
Page 4b Revenues	\$ -	
Page 4b Expenditures	\$ -	
Page 4b Other Financing Sources/Uses	\$ -	

Fund 11 - Adult Education Fund	Amount	Explanation
Page 4d Revenues	\$ -	
Page 4d Expenditures	\$ -	
Page 4d Other Financing Sources/Uses	\$ -	

Fund 12 - Child Development Fund	Amount	Explanation
Page 4e Revenues	\$ -	
Page 4e Expenditures	\$ -	
Page 4e Other Financing Sources/Uses	\$ -	

Fund 13/61 - Cafeteria Fund	Amount	Explanation
Page 4f Revenues	\$ -	
Page 4f Expenditures	\$ -	
Page 4f Other Financing Sources/Uses	\$ -	

0	Amount	Explanation
Page 4g Revenues	\$ -	
Page 4g Expenditures	\$ -	
Page 4g Other Financing Sources/Uses	\$ -	

0	Amount	Explanation
Page 4h Revenues	\$ -	
Page 4h Expenditures	\$ -	
Page 4h Other Financing Sources/Uses	\$ -	

Additional Comments:

Culver City Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

Culver City Federation of Teachers

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources 8010-8099	\$ 34,579,188	\$ 31,524,856	\$ 32,375,878
Federal Revenue 8100-8299	\$ 54,867	\$ 54,867	\$ 54,867
Other State Revenue 8300-8599	\$ 5,979,858	\$ 5,912,199	\$ 5,912,199
Other Local Revenue 8600-8799	\$ 2,398,246	\$ 2,398,247	\$ 2,398,247
TOTAL REVENUES	\$ 43,012,159	\$ 39,890,169	\$ 40,741,191
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 20,254,507	\$ 21,475,317	\$ 21,694,227
Classified Salaries 2000-2999	\$ 5,250,642	\$ 5,494,090	\$ 5,576,501
Employee Benefits 3000-3999	\$ 7,152,549	\$ 7,416,680	\$ 7,450,762
Books and Supplies 4000-4999	\$ 1,164,771	\$ 1,141,711	\$ 1,119,711
Services, Other Operating Expenses 5000-5999	\$ 2,806,236	\$ 2,616,236	\$ 2,706,236
Capital Outlay 6000-6999	\$ 118,497	\$ 100,000	\$ 100,000
Other Outgo 7100-7299	\$ 124,000	\$ 124,000	\$ 124,000
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (1,121,143)	\$ (1,125,000)	\$ (1,125,000)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 35,750,059	\$ 37,243,033	\$ 37,646,437
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000
Transfers Out and Other Uses 7600-7699	\$ 1,318,944	\$ 1,320,000	\$ 1,320,000
Contributions 8980-8999	\$ (7,980,173)	\$ (7,940,173)	\$ (7,940,173)
OPERATING SURPLUS (DEFICIT)*	\$ (737,017)	\$ (5,313,038)	\$ (4,865,419)
BEGINNING FUND BALANCE			
9791	\$ 13,945,897	\$ 13,208,880	\$ 7,895,843
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 13,208,880	\$ 7,895,843	\$ 3,030,423
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ 74,921	\$ 74,921
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 2,715,988	\$ 2,798,848	\$ 2,775,500
Unassigned/Unappropriated Amount 9790	\$ 10,492,892	\$ 5,022,074	\$ 180,002

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Culver City Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

Culver City Federation of Teachers

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources 8010-8099	\$ 796,824	\$ 843,122	\$ 865,994
Federal Revenue 8100-8299	\$ 3,433,374	\$ 2,541,748	\$ 2,541,748
Other State Revenue 8300-8599	\$ 4,259,048	\$ 4,258,745	\$ 4,258,745
Other Local Revenue 8600-8799	\$ 875,372	\$ 736,397	\$ 736,397
TOTAL REVENUES	\$ 9,364,618	\$ 8,380,012	\$ 8,402,884
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 4,589,492	\$ 4,658,334	\$ 4,658,334
Classified Salaries 2000-2999	\$ 2,999,846	\$ 3,044,843	\$ 3,044,843
Employee Benefits 3000-3999	\$ 1,972,952	\$ 2,022,275	\$ 2,072,832
Books and Supplies 4000-4999	\$ 1,359,106	\$ 1,359,106	\$ 1,359,106
Services, Other Operating Expenses 5000-5999	\$ 5,541,165	\$ 5,541,165	\$ 4,620,244
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo 7100-7299	\$ -	\$ -	\$ -
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ 788,198	\$ 788,198	\$ 788,198
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 17,250,759	\$ 17,413,921	\$ 16,543,557
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 7,980,173	\$ 7,940,173	\$ 7,940,173
OPERATING SURPLUS (DEFICIT)*	\$ 94,032	\$ (1,093,736)	\$ (200,500)
BEGINNING FUND BALANCE 9791	\$ 1,290,885	\$ 1,384,917	\$ 291,181
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 1,384,917	\$ 291,181	\$ 90,681
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 1,384,917	\$ 291,181	\$ 90,681

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Culver City Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit:

Culver City Federation of Teachers

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources 8010-8099	\$ 35,376,012	\$ 32,367,978	\$ 33,241,872
Federal Revenue 8100-8299	\$ 3,488,241	\$ 2,596,615	\$ 2,596,615
Other State Revenue 8300-8599	\$ 10,238,906	\$ 10,170,944	\$ 10,170,944
Other Local Revenue 8600-8799	\$ 3,273,618	\$ 3,134,644	\$ 3,134,644
TOTAL REVENUES	\$ 52,376,777	\$ 48,270,181	\$ 49,144,075
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 24,843,999	\$ 26,133,651	\$ 26,352,561
Classified Salaries 2000-2999	\$ 8,250,488	\$ 8,538,933	\$ 8,621,344
Employee Benefits 3000-3999	\$ 9,125,501	\$ 9,438,955	\$ 9,523,594
Books and Supplies 4000-4999	\$ 2,523,877	\$ 2,500,817	\$ 2,478,817
Services, Other Operating Expenses 5000-5999	\$ 8,347,401	\$ 8,157,401	\$ 7,326,480
Capital Outlay 6000-6999	\$ 118,497	\$ 100,000	\$ 100,000
Other Outgo 7100-7299	\$ 124,000	\$ 124,000	\$ 124,000
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (332,945)	\$ (336,802)	\$ (336,802)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 53,000,818	\$ 54,656,954	\$ 54,189,994
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000
Transfers Out and Other Uses 7600-7699	\$ 1,318,944	\$ 1,320,000	\$ 1,320,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (642,985)	\$ (6,406,774)	\$ (5,065,919)
BEGINNING FUND BALANCE 9791	\$ 15,236,783	\$ 14,593,798	\$ 8,187,024
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 14,593,798	\$ 8,187,024	\$ 3,121,105
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ 74,921	\$ 74,921
Restricted Amounts 9740	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 2,715,988	\$ 2,798,848	\$ 2,775,500
Unassigned/Unappropriated Amount 9790	\$ 11,877,810	\$ 5,313,255	\$ 270,684

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	2011-12	2012-13	2013-14
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 54,319,762	\$ 55,976,954	\$ 55,509,994
b. Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c. Net Expenditures, Transfers Out, and Uses	\$ 54,319,762	\$ 55,976,954	\$ 55,509,994
d. State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
e. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 1,629,593	\$ 1,679,309	\$ 1,665,300

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,715,988	\$ 2,798,848	\$ 2,775,500
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 10,492,892	\$ 5,022,074	\$ 180,002
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 13,208,880	\$ 7,820,922	\$ 2,955,502
f. Reserve for Economic Uncertainties Percentage	24.32%	13.97%	5.32%

3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2012-13	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Public Disclosure of Proposed Collective Bargaining Agreement

Culver City Unified School District
Culver City Federation of Teachers

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	-
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	-
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	-
Variance	\$	-

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/(Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
2011-12 Surplus/(Deficit) before settlement(s)?	\$ (642,985)	(1.18%)	Operating Deficit
2011-12 Surplus/(Deficit) after settlement(s)?	\$ (642,985)	(1.18%)	Operating Deficit
2012-13 Surplus/(Deficit) after settlement(s)?	\$ (6,406,774)	(11.45%)	Due to revenue reduction of \$441 par ADA
2013-14 Surplus/(Deficit) after settlement(s)?	\$ (5,065,919)	(9.13%)	Due to revenue reduction of \$441 par ADA

Deficit Reduction Plan (as necessary):

District will be working on a reduction plan if the Governor's tax initiative fails in November.

7. Were "Other Adjustments" amounts entered in the multiyear projections for 2012-13 and/or 2013-14?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet or use Page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
2012-13 Unrestricted, Page 5a	\$ -	
2012-13 Restricted, Page 5b	\$ -	
2013-14 Unrestricted, Page 5a	\$ -	
2013-14 Restricted, Page 5b	\$ -	

Culver City Federation of Teachers

J. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any salary and benefit negotiations are settled after the district's final budget has been adopted.

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Statutory COLA Percentage	5.66%	4.25%	-0.39%	2.24%	3.10%	2.80%
a. Prior-Year Base Revenue Limit (BRL) per ADA:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus/(Minus): COLA (enter amount per ADA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus: Meals for Needy and Beginning Teacher Salary Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b. Current-Year BRL per ADA:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Revenue Limit Deficit Percentage	7.844%	18.355%	17.963%	19.754%	19.754%	19.754%
d. Deficit percentage converted to dollar amount per ADA: (b) times (c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
e. Less: \$252.99 per ADA adjustment in 2009-10 pursuant to ABX4 3	\$ -	\$ 252.99	\$ -	\$ -	\$ -	\$ -
f. Current-Year BRL per ADA with Deficit/Adjustments: (b) minus (d) minus (e)	\$ -	\$ (252.99)	\$ -	\$ -	\$ -	\$ -
g. Change from Prior Year Deficit BRL per ADA: (f) current year minus (f) prior year	\$ -	\$ (252.99)	\$ 252.99	\$ -	\$ -	\$ -
h. Net Funded COLA Percentage: (g) divided by (f)		100.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Compensation Percentage Change (enter from Page 1, Section A, Line 5)		0.00%	0.00%	0.00%	0.00%	0.00%
Proposed agreement is within/exceeds change in BRL:						

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2(a) and 3547.5, the Superintendent and Chief Business Official of the Culver City Unified District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2011 to June 30, 2012_____.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

Patricia W. Jaffe

District Superintendent
(Signature)

6/8/12

Date

I hereby certify I am unable to certify

Amirhuda

Chief Business Official
(Signature)

6/8/12

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Culver City Unified School District

District Name

District Superintendent

(Signature)

Date

Sean Kearney

Contact Person

310-842-4220

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 26, 2012, took action to approve the proposed agreement with the Culver City Federation of Teachers Bargaining Unit(s).

President (or Clerk), Governing Board

(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Culver City Federation of Teachers and Culver City Unified School District
Tentative Agreement

May 22, 2012
2:00 pm

Article 25: Hours of Work

After School Meetings which will be held on the Wednesdays not pre-designated as Districtwide Elementary Professional Development (6), will be scheduled at the site by the Site Administrator and the leadership team/ or by a grade level representative committee in accordance with the educational needs of students and student achievement. Eight (8) Wednesdays will be designated by the Site Administration and Leadership team as staff meeting free. Not to include Back to School, Open House.
(MOU for 2012-2013 and 2013-2014)

Elementary Special Day Class teachers will be given five school business days for testing, IEP meetings, and planning.

Article 26: Class Size

The Special Education Department which includes Resource Specialists, Special Day Class teachers and Speech Pathologists will have the following protocol to address caseload:

RSP teacher:

Statement of caseload amount (26- 27 cases) to Special Education Director and Site Administrator

Meeting within 7- 10 school days will be schedule with teacher to examine caseload with the teacher.

Caseloads at 28 will call for immediate solutions to be implemented prior to receiving any one additional case.

Speech:

Statement of caseload amount to Special Education Director and Site Administrator

Meeting with Speech team within 7-10 school days to examine caseload, solutions to be implemented before the average caseload is over Education Code guidelines.

Article 31: Health and Welfare

Sick leave balances will be posted on the Sub Finder Website by September 30th.

Article 32: Wages

Provide the Culver City High School Athletic Program \$200,000 in a stipend block grant to be dispersed in accordance with the Stipend schedule created by the Stipend Sub committee that will be reviewed annually.

Provide each elementary school site with \$5,000 in stipends to be used on extra assignments. Assignment of stipends will be decided by the site administrator in collaboration with a leadership team or by a grade level representative committee

Section H- Class Qualifications

The CCFT collective Bargaining Unit language will extend and include nurses as it relates to the National Board Certification for School Nurses (NBCSN) and will be granted an additional three thousand (\$3,000) per year prorated in monthly installments. The application fee will be reimbursed after the nurse has received the National Board Certification.

The District will establish a sub pool for CCUSD nurses.

In the event a nurse is absent, the District will make every attempt possible to utilize nurses from the sub pool. If a substitute nurse is not available, the attending nurses will cover the duties of the absent nurse and be compensated by equally dividing sub pay rate pay among the nurses that are present that day.

Contingent on the 2012- California Tax Initiatives passing in November 2012, a one time off salary bonus (equivalent to one day of salary) will be paid to all certificated bargaining unit members on January 1st, 2013.

Article 29 Evaluations

"CCUSD and CCFT jointly agree to establish a committee comprised of unit members and administrators to review and possibly recommend changes to the teacher evaluation process. Any recommendations will be presented to the CCFT bargaining team for negotiations and or ratification."

For CCUSD:

Christie Eckhart

May 22, 2012

For CCFT:

M

May 22, 2012

14.3e Approval of Joint Use Agreement between Culver City Unified School District and the City of Culver City

Culver City Unified School District and the City of Culver City have been parties to an agreement for the Joint Use of Properties, Facilities, and Assets by and between the School District and the City since 2002 to provide services and use of facilities for Culver City constituents. The District and the City have previously approved two extensions to the 2002 agreement that is set to expire on June 30, 2012.

The new agreement will be for an initial term of five years with an automatic extension of another five years unless either party submits a notice of cancellation at least six months prior to expiration of any term of the agreement.

The District and City acknowledge the difficult financial times currently being experienced by both parties. Members of the District and City Liaison Committee discussed the agreement at their recent meeting and expressed support for this agreement.

The new agreement is based upon the 2002 agreement between the two parties, with two major amendments:

1. Proposed agreement contains a provision for the City Manager and Superintendent (or their designee) to meet on a quarterly basis, or if requested by either party.
2. To help defray a part of the costs incurred by the District as a result of the recreational use of the High School Gymnasium and facilities at Linwood Howe, Blanco Park and Culver City Middle School, the District hereby adopts a \$5 per player fee for use of the High School Gymnasium and \$3 per participant per week fee for the after school programs. In future fiscal years, these fees and others that may be deemed appropriate shall become part of the fee adoption process. Such fees shall be collected by the City on behalf of the District and remitted to the District on a periodic basis as agreed upon by the District Superintendent and City Manager.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District approve the Joint Use Agreement with the City of Culver City.

Moved by:

Seconded by:

Vote:

AMENDED AND RESTATED
JOINT USE AGREEMENT
for
Use of Properties, Facilities, and Assets

This **Amended and Restated** Joint Use Agreement (the "Agreement") is entered into this **1st** day of **July, 2012 (the "Effective Date")** by and between the City of Culver City, a **Charter City** (the "City") and the Culver City Unified School District, a political subdivision of the State of California (the "District").

The parties hereto do agree as follows:

Section 1. Approval.

- A. This Agreement is approved by the City Council of the City in its capacity as the Legislative Body for the City at a duly noticed public meeting held on the **11th day of June, 2012** and executed by its **City Manager**. The **City Manager** of the City (the "**City Manager**"), or his/her designee, is authorized to administer the terms of this Agreement on behalf of the City, except as specifically provided for otherwise in this Agreement.
- B. This Agreement is approved by the Board of Education of the Culver City Unified School District in its capacity as the Legislative Body for the District at a duly noticed public meeting held on the **26th day of June 2012** and executed by its **District Superintendent**. The District Superintendent of the District (the "Superintendent"), or his/her designee, is authorized to administer the terms of this Agreement on behalf of the District, except as specifically provided for otherwise in this Agreement.
- C. This Agreement shall be for a period of five (5) years and shall automatically be extended for additional five (5) year periods unless terminated sooner as provided for in Section XIV herein.

Section II. Legal Authority.

- A. Pursuant to Government Code Section 6500, et seq., a **municipal corporation** may enter into an agreement with another governmental entity to provide public services.
- B. Pursuant to Education Code Section 17051, a school district may enter into an agreement with another governmental entity that includes some or all of the territory of the district for the purpose of the joint use of park and recreation facilities.

Section III. Purpose for Agreement.

- A. The City and the District have made the determination that it is advantageous to both the City and the District to share properties, classrooms, facilities and assets (the "facilities") to provide recreational activities and programs for residents of the City and District. It is the purpose of this Agreement to set forth the framework by which the City and the District will determine:
1. Which facilities may be jointly used;
 2. The coordination of programs among the facilities;
 3. The sharing of costs and charges to be levied; and
 4. The identification of the responsibilities of each entity in the administration of this Agreement.

Section IV. Administration of Agreement.

- A. The **City Manager** and the Superintendent shall administer the terms of this Agreement on behalf of the City and District, respectively. Each shall have the authority to administer the following matters pertaining to the sharing of facilities on behalf of their respective agency, as determined by this Agreement:
1. Programs and activities offered and the scheduling of same;
 2. Rules of conduct at the facilities that are not in conflict with related laws or policies;
 3. Procedures to establish the sharing of cost for personnel, operating and capital expenditures of jointly used facilities;
 4. Scheduling of improvements, provided those improvements are included in the City's or District's normal procedures for capital improvement projects;
 5. Determination of priorities for use of the facilities; and
 6. Such other administrative matters as may arise to effectuate the intent of this Agreement.
- B. The **City Manager** and Superintendent, or their **respective** designees, shall meet as necessary to discuss and resolve issues that may arise from the administration of this Agreement.
- C. When appropriate, proposed amendments to this Agreement may be presented for consideration and action by the City Council and the District Board, **with prior review** by the City Council/District Board Liaison Committee **if deemed necessary**. No amendment shall be effective until approved by both the City Council and the District Board at public meetings.

Section V. Facilities Included.

- A. The City and the District shall make available and subject to the requirements of this Agreement those facilities that may be used for mutually acceptable activities including, but not limited to, recreational, community event, and before-school and after-school related purposes. The facilities are more specifically described in

Exhibit A attached to and made a part of this Agreement. The **City Manager** and Superintendent **are hereby** specifically empowered with mutual consent to add new facilities to Exhibit A or to remove facilities from Exhibit A without the specific approval of the legislative bodies. Neither party shall unduly deny the addition or removal of a facility belonging to the other party.

- B. The facilities described in Exhibit A shall remain under the ownership of the entity that owned it at the time of execution of this Agreement. This Agreement shall not, in any manner, modify the existing Fee Title or any existing easements on any parcels listed in Exhibit A hereto. Each owning party may decide, in its own best interest, to sell or otherwise modify the facilities in some manner. It shall notify the other party no less than ninety (90) days before an intended sale **of** or modification **to Facilities** that would affect this Agreement.
- C. It is the intent of this Agreement that all facilities under the ownership of the City and the District that are available for the use of the general public shall be included within the scope of this Agreement, whether specifically contained in Exhibit A hereto or not. The **City Manager** and Superintendent **are hereby** specifically empowered with mutual consent to add new facilities to Exhibit A or to remove facilities from Exhibit A without the specific approval of the legislative bodies. Neither party shall unduly deny the addition or removal of a facility belonging to the other party.

Section VI. Use and Scheduling.

- A. Both the City and the District shall make the facilities, indicated in Exhibit A hereto, available to the other party for permitted activities and programs on dates and times mutually agreed to and as provided for herein.
1. Use and Scheduling of City Facilities.
 - a. The City shall have full and exclusive use of all City facilities during regular operating hours and special City scheduled, sponsored or co-sponsored events.
 - b. The District may have the right to use City facilities after issuance of a permit by the City, when facilities are not required or scheduled for City or City-related use, provided that right has been obtained in accordance with the procedures of this Agreement.
 - c. The District may submit to the City a written request for facility use permits for all scheduled programs and use at least three (3) times each year prior to April 1, August 1, and December 1. The City shall have thirty (30) days to respond to the request(s). The City shall not unreasonably withhold approval of such requests provided all guidelines established herein are met.
 - d. Permits for additional programs or activities not contained in one of the written requests pursuant to subsection (1)(c) above, may be requested by the District as needed and may be granted by the City

based on availability. The District shall be given no special status for such ad hoc requests.

- e. Once the City has issued a permit to the District for any facility use, except the Veteran's Memorial Building ("VMB"), the District shall provide City with at least a forty-eight (48) hour written notification of either cancellation or of significant changes in scheduled hours or activity at the permitted facility.
- f. Once the City has issued a permit to the District for use of the VMB, the District shall provide City with at least thirty (30) days written notification of significant change to, or intent to cancel the permit for use of the VMB. If less than thirty days' notice is given by the District, the VMB shall be considered to have been used as provided in Section VII (A)(3)(a).

2. Use and Scheduling of District Facilities.

- a. The District shall have full and exclusive use of all District facilities during regular school hours, regularly scheduled school programs and activities, and special District scheduled, sponsored, or co-sponsored events.
- b. The City may have the right to use District facilities after issuance of a permit by the District when the facilities are not required or scheduled for District or District-related use, provided that right has been obtained in accordance with the procedures of this Agreement.
- c. The City shall submit to the District a written request for facility use permits for all scheduled programs and use at least three (3) times each prior to April 1, August 1 and December 1. The District shall have thirty (30) days to respond to the request(s). The District shall not unreasonably withhold approval of such requests provided all guidelines established herein are met.
- d. Permits for additional programs or activities not contained in one of the written requests pursuant to subsection (c) above may be requested by the City as needed and may be granted by the District based on availability. The City shall be given no special status for such ad hoc requests.
- e. Once the District has issued a permit to the City for any facility use, except the Robert Frost Auditorium ("RFA"), the City shall provide District with at least a forty-eight (48) hour written notification of either cancellation or of significant changes in scheduled hours or activity at the permitted facility.
- f. Once the District has issued a permit to the City for use of the RFA, the City shall provide District with at least thirty (30) days written notification of significant changes to, or intent to cancel the permit for use of the RFA. If less than thirty days' notice is given by the City, the RFA shall be considered to have been used as provided in Section VII (A) (3)(b).

- B. Both
the City and District shall retain the right to cancel a use permit already granted to the other party due to its own unforeseen scheduling and when no other facilities

of the City or District are available or appropriate. With the exception of the VMB and the RFA, notice of cancellation shall be provided in writing to the other party not less than forty-eight (48) hours prior to the permitted event. The party issuing the cancellation shall make all practical efforts to assist the cancelled party in identifying an alternative location for the cancelled event.

- C. Both the City and District agree that absent an existing written agreement with a third party, the City shall grant the District and the District shall grant the City priority consideration for use of its facilities.

Section VII. Fees.

Both parties acknowledge that the facilities covered under this Agreement are generally for the use and enjoyment of the mutual constituents of the City and the District.

In keeping with this acknowledgement and the general purposes stated in Section II hereof, the parties hereto generally seek to minimize the circumstances under which the **Parties** charge each other for the use of the facilities covered under this Agreement. The Parties acknowledge in certain limited instances, such charge to the other party may be warranted. Further, the Parties acknowledge that each party hereto may collect a fee on behalf of the other party from users of such party's facilities for purposes of defraying all or a part of the costs of the owning party related to the usage thereof by the user.

- A. The City and District staff shall meet at least annually, and more often if requested by the City Manager or **District** Superintendent, to negotiate fees to be charged to the other party or to users for use of the **Facilities** covered by this Agreement. City and District agree to the following goal and principle regarding fees: Once both parties adopt fees, they will not be changed for that current fiscal year. However, unforeseen circumstances, emergencies, and new activities or programs may generate the need for a change. Any agreement as to fees charged for facilities, except as provided for in subsection (A)(3) herein, shall be approved by the City Council and the District Board.
1. Fees for City Facilities. The City shall establish the fees to be charged for the use of its facilities by the District. The fees shall cover no more than the reasonable costs incurred by the City to maintain and staff the facility during the period of use by the District, subject to shared costs as provided for in Section VIII and Section IX herein. In consideration of the intent of this Agreement, the City Council may, in its discretion, establish fees for the District which are different from those fees charged to the general public, or to other private, public or non-profit entities.
 2. Fees for District Facilities. The District shall establish the fees to be charged for the use of its facilities by the City. The fees shall cover no more than the reasonable costs incurred by the District to maintain and staff the facility during the period of use by the City, subject to shared costs as provided for in Section

VIII and Section IX herein. In consideration of the intent of this Agreement, the District Board may, in its discretion, establish fees for the City, which are different from those fees charged to the general public, or to other private, public or non-profit entities.

3. Notwithstanding other provisions of this Agreement, the City and District further agree as follows:
 - a. The City shall make available to the District the VMB facility for five (5) District designated events during any given calendar year at no cost to the District. Both parties shall mutually agree to the dates and times for said events. The City prefers that the District notify the City of all five (5) dates at least sixty (60) days prior to the date of the event.
 - b. The District shall make available to the City the RFA facility for five (5) events during any given calendar year at no cost to the City. The dates and times for said events shall be mutually agreed to by both parties. The District prefers that the City notify the District of all five (5) dates at least sixty (60) days prior to the date of the event.
 - c. The District shall make available at no charge to the City the high school gymnasium for recreational programs outside the "regular school day". The City shall have priority rights to use of the gymnasium over other organizations and groups. Both parties shall mutually agree to the dates and times for said events.
 - d. The City shall make available at no charge to the District the Municipal Plunge for school, programs during the "regular school day". The District shall have priority rights to use of the pool over other organizations and groups. Both parties shall mutually agree to the dates and times for said events.
 - e. The City and District acknowledge the competing goals of maintaining affordable user fees and the difficult financial times currently being experienced by both the City and the District. To help defray a part of the cost incurred by the District as a result of the recreational use of the High School Gymnasium and facilities at Linwood Howe, Blanco, and Culver City Middle School, the District hereby adopts a \$5 per player fee for use of the High School Gymnasium and \$3 per participant per week fee for the after school programs. In future fiscal years, these fees and others that may be deemed appropriate shall become part of the fee adoption process outlined in Subsection A hereof. **Such fees shall be collected by the City on behalf of the District and remitted to the District on a periodic basis as agreed upon by the City Manager and District Superintendent.**

Section VIII. Staffing/Employment.

- A. Staffing of Each Party's Own Programs and Facilities.

1. The City shall be responsible for all staffing required for the operation of programs and activities under the direction of the City, including all program providers, supervisors and maintenance workers, except as provided for in this Agreement. The City shall have full discretion to use City employees or contract service providers, both to staff its programs and to fulfill any obligations of this Agreement.
2. The District shall be responsible for all staffing required for the operation of programs and activities under the direction of the District, including all program providers', supervisors and maintenance workers, except as provided for in this Agreement. The District shall have full discretion to use District employees or contract service providers, both to staff its programs and to fulfill any obligations of this Agreement.

B. Staffing of Programs at Other Party's Facilities

1. For any City-sponsored event or program in a District facility, the City shall be responsible for employing and managing staff, including security personnel pursuant to Section VIII (D) herein, necessary to direct the activity and supervise the participants thereof. Said staff shall be compensated by the City.
2. For any District-sponsored event or program in a City facility, the District shall be responsible for employing and managing staff, including security personnel pursuant to Section VIII (D) herein necessary to direct the activity and supervise the participants thereof. Said staff shall be compensated by the District.
3. The City and the District may decide that it is in the best interest of both parties to use the other party's employees or contractors to direct and/or supervise events or programs that are available to the general public or to perform other responsibilities found in this Agreement. The parties shall mutually agree to the means and amount of compensation for said individual(s). However, for no single activity or program shall an individual be simultaneously deemed to be employed by nor compensated by both the City and the District.

C. Shared Employment and Contractors

1. The City or the District may employ individuals, partnerships, corporation; or other legitimate entities as independent contractors to provide any programs or services or perform any required responsibilities pursuant to this Agreement.
2. Nothing herein shall prevent the City and the District from sharing costs for the employment of individuals to provide services that benefit both parties hereto. Said individual(s) shall be considered an employee of either the City or the District, or under contract to either the City or the District, but not both.

3. Ongoing shared cost for personnel or operating expense agreements shall be discussed each year to determine whether to retain, modify, or cancel any such agreement. Said discussions shall be formally completed prior to March 1 of each year. If the parties do not reach an agreement on the shared cost, then neither party shall continue to be obligated for its cost past the then current fiscal year.
- D. The City and the District shall each be responsible for providing security at its own events, and the cost for said security may be recovered from the fees established in Section VII hereof. For major events, as determined by the Police Department for City facilities and by the business office for District facilities, each party may require the other party to retain additional security forces at its own expense. For events at the City facilities where the consumption of alcohol is permitted and proposed, additional security forces may be required by the City at the users' own expense.
- E. Employee Review
1. New employees of the City and the District shall be subject to criminal background review as provided for by State law. The City shall establish a program for submittal of fingerprints for California Department of Justice and FBI clearances for use by the City and the District.
 2. The City and District shall cooperate and share information, as permitted by law, to qualify and expedite the hiring of employees that may be employed by either or both the City and the District.

Section IX. Maintenance and Operation of Facilities.

- A. The City shall be responsible for the maintenance and operation of facilities under its ownership, including any financial obligations associated **therewith**. The City shall maintain its facilities in good and safe conditions. If any facility needs to be closed for maintenance or other purposes, then the City shall notify District of the closure and estimated time the facility will not be available for use.- The City shall use its best efforts to provide early notification and to arrange for alternative facilities if available. Schedules and fees shall be adjusted as deemed appropriate by both parties, in recognition of facility closures.
- B. The District shall be responsible for the maintenance and operation of facilities under its ownership, including any financial obligations associated **therewith**. District shall maintain its facilities in good and safe conditions. If any facility needs to be closed -for maintenance or other purposes, then the District shall notify City of the closure and estimated time the facility will not be available for use. The District shall use its best efforts to provide early notification and to arrange for alternative facilities if available. Schedules and fees shall be adjusted as deemed appropriate by both parties, in recognition of facility closures.
- C. Nothing herein shall prohibit the parties from sharing costs for the maintenance and operation of facilities or from contracting with the other party for maintenance

or operation services. The **City Manager** and **District** Superintendent shall be authorized to execute agreements for such cost sharing or contracting services if costs are within the City's and/or the District's authorized budgets and approval authority.

- D. Each party hereto shall be responsible for providing individuals authorized and responsible to lock and secure facilities owned by that party following each activity and use, regardless if the use was for that party's programs or the other party's program.
- E. The parties agree that should either of the parties cause damage which results in maintenance costs out of the ordinary or damage to any property, equipment, fixture, or if any item of value is vandalized and such vandalism is attributable to their respective use of the facilities maintained by the other party, the party responsible for these additional maintenance costs or vandalism shall be responsible for these additional maintenance costs and/or any costs to repair such vandalism.

Section X. Rules of Conduct.

- A. The City and the District shall develop common "rules of conduct" for users of facilities covered under this Agreement, which rules shall be consistent with any existing Federal, State, District or City rules. The rules shall, **among other things**, serve the purpose of providing clarity to both program users and providers at facilities owned by either the City or the District, thereby ensuring better compliance and more effective enforcement **of such rules**. The enforcement agents of each party to this Agreement shall enforce the rules of conduct equally, regardless of which party is utilizing the facility. The rules shall be approved by the **City Manager** and the **District** Superintendent within sixty (60) days after the adoption of this Agreement, and shall be forwarded to each respective legislative body for approval and adoption. The rules shall be reviewed at least annually to determine applicability and enforcement.

Section XI. Financing and Improvements.

- A. The City and District shall meet on a mutually agreed schedule to identify and discuss potential shared costs for programs, operations, maintenance and improvements. **The City Manager** and **District** Superintendent, **as they deem appropriate**, shall **periodically** provide reports to the City Council and District Board of revenues, expenses, programs and services in existence because of this Agreement.
- B. The City and District shall, to the extent possible, work together to prepare, secure and administer grants and other special funding for the development and improvement of facilities and programs of mutual interests and benefit to the community. The **City Manager** and **District** Superintendent shall be authorized to provide staff support and technical assistance as may be needed for funding applications and program administration'. The parties agree that each shall not compete for grant or other special funding if such application would be detrimental to the other party's ability to effectively compete for the funding.

Section XII. Insurance Requirements

A. City Requirements

1. The District shall protect, defend, indemnify, and hold harmless the City and its elected and appointed officers, boards, commissions, agents, employees, **and volunteers** from any and all claims, judgments, awards, liabilities, expenses or damages of any nature, including attorney fees, for property damage or injury to or death of any person arising out of or in connection with the performance of this **Agreement**, by act or omission, by or on behalf of the District.
2. The City does not waive any rights against the District **which** it may have by reason of the hold harmless clause pursuant to Section XII(A)(1) above, due to the acceptance by the City of insurance policies described herein.
3. In the event that the District and the City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of the District, or by a dangerous condition of a City property created by the District, or existing while that facility was under the control of the District, the District shall not be relieved of its obligation to the City pursuant to Section XI-I(A)(1) above, by any settlement with any such third party, unless that settlement includes a full release and dismissal of all claims by the third party against the City.
4. Without limiting its obligations pursuant to Section XII herein, the District shall obtain and cause to remain in full force and effect for the term of this Agreement the following coverage:
 - a. General liability insurance of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) combined single limit per occurrence.
 - b. Workers' compensation insurance in the amount required by State law.
 - c. Automobile liability insurance of not less than one millions dollars (\$1,000,000) per occurrence.
 - e. Property damage liability of not less than one millions dollars (\$1,000,000) per occurrence.
5. The above indicated insurance requirement shall carry an "additional insured endorsement" naming the City, its agents, employees, elected and appointed officials, **and volunteers** as additional insureds. The insurance shall be primary and shall provide for a thirty- (30) day written notice to the City prior to any material change, termination or cancellation.

B. District Requirements.

1. The City shall protect, defend, indemnify, and hold harmless the District and its elected and appointed officers, agents, employees, **and volunteers** from

any and all claims, judgments, awards, liabilities, expenses or damages of any nature, including attorney fees, for property damage or injury to or death of any person arising out of or in connection with the performance of this Agreement, by act or omission, by or on behalf of the City.

2. The District does not waive any rights against the City which it may have by reason of the above hold harmless clause pursuant to Section XII(B)(1) above, due to the acceptance by the District of insurance policies described herein,
3. In the event that the City and the District are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of the City, or by a dangerous condition of a District facility created by the City, or existing while that facility was under the control of the City, the City shall not be relieved of its obligation, pursuant to Section XII (B)(1) above, to the District by any settlement with any such third party, unless that settlement includes a full release and dismissal of all claims by the third party against the District.
4. Without limiting its obligations pursuant to Section XII herein, the City shall obtain and cause to remain in full force and effect for the term of this Agreement the self-insurance coverage of not less than three million dollars (\$3,000,000) per occurrence for general liability, automobile liability, and property damage liability. Workers' compensation insurance shall be in the amounts required by State law.
5. The above indicated insurance requirement shall carry an "additional insured endorsement" naming the District, its agents, employees, elected and appointed officials, **and volunteers** as additional insureds. The insurance shall be primary and shall provide for a thirty (30) day written notice to the District prior to any material change, termination or cancellation.

C. Third Party Requirements.

1. The City and the District agree to require any and all third parties authorized by the City or District to use any facility subject to this Agreement to execute an Indemnification Agreement in a form mutually agreed to by the City **Attorney's Office** and the District's legal counsel and in an amount of not less than three million dollars (\$3,000,000). The City **and** the District may mutually agree to waive or modify this requirement if, in the judgment of the City Attorney and District Counsel, the proposed party does not present risks that warrant the Indemnification Agreement.
2. Any and all third parties seeking to rent any facility, or portion thereof, subject to this Agreement shall be required to provide proof of insurance naming **both** the party owning the facility and **the party** authorizing its use **as additional insureds** in amounts established annually by the **City Manager** and **District Superintendent**. Said amounts shall be made available to prospective facility users.

3. The above indicated insurance requirement shall carry an "additional insured endorsement" naming the party granting the authorization, its agents, employees and elected and appointed officials as additional insureds.
- D. The insurance limits referred to herein may be increased from time to time by mutual written consent in accordance with the then accepted practices for California cities and school districts.
- E. The parties hereto recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as a regular practice, do not maintain insurance but rather self insure or participate in any Joint Powers Agreements with other governmental entities for insurance coverage, the parties may meet their insurance requirements under this Section in that same manner.

Section XIII. Notices.

All notices related to this Agreement shall be in writing and shall be sent by postal service, postage prepaid, to -the following addresses:

City: City of Culver City
Attn: **City Manager**
9770 Culver Boulevard
Culver City, CA 90232

District: Culver City Unified School District
Attn: **District Superintendent**
4034 Irving Place
Culver City, CA 90232

Section XIV. Termination of Agreement.

- A. Either the City or the District may terminate this Agreement without cause by action of its elected body and providing one hundred eighty (180) days prior written notice of the termination to the other party.
- B. Either party may terminate this Agreement with cause by first notifying the other party of the alleged contract violation in writing. The offending party shall have thirty (30) days in which to respond to the alleged violation or to cure the violation. If the violation is not cured to the satisfaction of the party making the charge, this Agreement may be terminated by providing written notice of same. Said termination shall take effect no less than thirty (30) days following the written notification.

Section XV. Miscellaneous Provisions.

- A. Force Majeure. In any case by reason of force majeure either party to this Agreement shall be rendered unable, wholly or in part, to carry out that party's obligations under this Agreement, then except as otherwise expressly provided in

this Agreement, if that party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the liability then claimed which shall include a reasonable time period for the removal of the effect thereof; but for no longer period, and the party giving such notice shall endeavor to remove or overcome such liability with all reasonable dispatch. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State (other than the City or the District), or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortage of labor, material or supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

- B. Waiver. Waiver by either party to the Agreement of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained herein.
- C. Amendment. This Agreement, and the provisions contained herein, may be altered, changed or amended, only by a majority vote of both the City Council and the District Board. No alteration, change or amendment shall be valid unless made in writing and approved by both the City Council and the District Board at a public meeting, except as provided for by this Agreement.
- D. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties hereto agree to be bound by all Federal, State and local laws, ordinances, regulations and directives pertaining to the services to be performed hereunder.
- E. Contradiction in Terms. If there are any contradictions in terms or provisions between this Agreement and any exhibit hereto, the terms and provisions of this Agreement shall control.
- F. Interpretation of Agreement. The parties, hereto expressly agree that the Agreement shall be construed as though written jointly by both parties, and that the language of the Agreement shall not be construed as to favor one party over the other.
- G. Severability. If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clause, provision or section hereof.

- H. Conflicts of Interest. No director, officer, official, representative, agent or employee of the City or the District shall have any financial interest, direct or indirect, in this Agreement. Both parties hereto shall be subject to applicable conflict rules and procedures established by State law or by the respective City Council or District Board.
- I. Nondiscrimination. There shall be no discrimination by the City or District against any person on account of race, color, disability, religion, sex, creed, age, marital status, sexual **orientation**, national origin, or ancestry in the performance of its obligations under this Agreement.
- J. Rights and Remedies are Cumulative. Except as may be expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, or any other rights or remedies for the same default or any other default by another party.
- K. Assignment. This Agreement shall not be assignable by either party.
- L. Incorporation of Exhibits. All exhibits attached and referenced in this Agreement are incorporated as though fully set forth in this Agreement.
- M. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
- N. Entire Agreement. This Agreement and exhibits hereto is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and supersede any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be changed or modified only upon written consent of both parties hereto.
- O. Privileges and Immunities. Notwithstanding anything to the contrary in the Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or other employees of either party.

Section XVI. Supersedure of All Prior Agreements.

This Agreement shall supersede all prior Agreements between the City and the District pertaining to the use of the facilities identified in Exhibit A hereto upon its approval by both the City Council and the District Board **and upon the effective date hereof first above written**. Said prior agreements are repealed **on said effective date hereof**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF CULVER CITY

CULVER CITY UNIFIED SCHOOL DISTRICT

John M. Nachbar
City Manager

Patricia Jaffe
District Superintendent

APPROVED TO LEGALITY:

APPROVED TO LEGALITY:

Carol A. Schwab
City Attorney

District Counsel

EXHIBIT A

CITY AND DISTRICT FACILITIES

A. City Facilities. The following City of Culver City facilities shall be available for use by the District pursuant to the **Amended and Restated** Joint Use Agreement.

1. Blanco Park, 5801 Sawtelle Boulevard
Playfield area
2. Dr. Paul Carlson Park, Braddock Drive, Motor Avenue
3. Culver City Park, Duquesne & Jefferson
Softball diamonds
Baseball diamonds
4. Culver West Park, 4162 Wade Avenue
Community room
5. El Marino Park, 5301 Berryman Avenue
6. Fox Hills Park, Green Valley Parkway & Buckingham
7. Lindberg Park, 5401 Rhoda Way
Stone house
8. Paddle Tennis Park, Culver Boulevard & Elenda Avenue
9. Syd Kronenthal Park, 3459 McManus Avenue
Activity room

10. Tellefson Park, Washington Place & Tilden Avenue
11. Club TC, 4117 Overland Avenue
Youth Center
12. Veterans Park, 4117 Overland Avenue Veterans Memorial Building
Veterans Park Municipal Plunge
13. Armory Building, Culver Boulevard
14. Blair Hills Park, 5950 Wrightcrest Drive
Playfield area
15. Coombs Park

B. District Facilities:

The following Culver City Unified School District facilities shall be available for use by the City pursuant to the **Amended and Restated** Joint Use Agreement.

1. El Rincon Elementary School, 11177 Overland Avenue outdoor facilities
cafetorium
classrooms
2. Farragut Elementary School, 10820 Farragut
outdoor facilities
cafetorium
classrooms
3. La Ballona Elementary School, 10915 Washington Boulevard
outdoor facilities
cafetorium
classrooms
4. Linwood Howe Elementary School, 4110 Irving Place
outdoor facilities
cafetorium
classrooms
5. Culver City Middle School, 4601 Elenda Court
outdoor facilities
2 small gymnasiums
classrooms
6. Culver City High School, 4401 Elenda Street, stadium / track & field /
football
outdoor facilities
gymnasium
weight room

cafetorium
Robert Frost Auditorium
classrooms
natatorium
wrestling room
field restroom

7. El Marino Language School, 11450 Port Road.
outdoor facilities
cafetorium
classrooms

14.3f Food Service Program Price Increase

As a result of the mandated implementation of the Healthy, Hunger-Free Kids Act of 2010 and the associated menu requirements, Culver City Unified School District's Food Service department will be faced with higher food and supply costs for 2012-2013. This mandate, coupled with the increase in fuel and labor costs that have forced food suppliers to raise their prices, will increase the overall cost to Food Services by approximately 10%. Please note that the full extent of price increases to the District cannot be determined at this point.

In order to continue to offer high quality meals to all students, it is necessary to increase the full-paid lunch and breakfast meal prices at all schools by \$0.25. The proposed price increase is listed on the attached meal price survey. This survey demonstrates that most of the neighboring districts are currently charging either the same or more than our proposed pricing for full-paid meals.

Recommended Motion: That the Board of Education approve the \$0.25 price increase for breakfast and lunch meals effective September 4, 2012.

Moved By:

Seconded By:

Vote:

Meal Price Survey 2011-2012 Prices

Lunch Meal Prices

District	Elementary	Middle School	High School
Manhattan Beach USD	\$3.25	\$3.25	\$3.50
Beverly Hills USD	\$3.00	\$3.75	\$4.50
Palos Verdes USD	\$3.00	\$3.50	\$3.50
Redondo Beach USD	\$3.00	\$3.75	\$3.75
Santa Monica Malibu USD	\$3.00	\$3.50	\$3.50
Torrance USD	\$3.00	\$3.50	\$3.75
Culver City USD (Proposed Pricing)	\$2.75	\$3.00	\$3.00
Culver City USD (Current Pricing)	\$2.50	\$2.75	\$2.75
Hawthorne USD	\$2.50	\$2.75	\$2.75

Breakfast Meal Prices

District	Elementary	Middle School	High School
Beverly Hills USD	N/A	N/A	N/A
El Segundo USD	N/A	N/A	N/A
Hawthorne USD	N/A	N/A	N/A
Manhattan Beach USD	N/A	\$2.00	\$2.00
Palos Verdes USD	\$2.00	N/A	N/A
Redondo Beach USD	\$1.50	\$1.75	\$2.00
Torrance USD	\$1.50	\$1.75	\$2.00
Culver City USD (Proposed Pricing)	\$1.75	\$2.00	\$2.00
Culver City USD (Current Pricing)	\$1.50	\$1.75	\$1.75
Santa Monica Malibu USD	\$1.25	\$1.50	\$1.50

BOARD REPORT

14.4a Approval is Recommended for the 2011/2012 Agreement Between the Culver City Unified School District (CCUSD) and the Culver City Federation of Teachers (CCFT)

Background Information

A Tentative Agreement between the Board of Education and the Culver City Federation of Teachers was signed on May 22, 2012. A ratification vote of unit members was held on June 4, 2012. The vote was 187 favor; 9 opposed. It is now appropriate for the Governing Board of the Culver City Unified School District to approve this agreement.

RECOMMENDED MOTION: It is recommended that the Board of Education approve the 2011/2012 Agreement Between the Culver City Unified School District and the Culver City Federation of Teachers as presented.

Moved by:

Seconded by:

Vote:

Culver City Federation of Teachers and Culver City Unified School District
Tentative Agreement
May 22, 2012
2:00 pm

Article 25: Hours of Work

After School Meetings which will be held on the Wednesdays not pre-designated as Districtwide Elementary Professional Development (6), will be scheduled at the site by the Site Administrator and the leadership team/ or by a grade level representative committee in accordance with the educational needs of students and student achievement. Eight (8) Wednesdays will be designated by the Site Administration and Leadership team as staff meeting free. Not to include Back to School, Open House.
(MOU for 2012-2013 and 2013-2014)

Elementary Special Day Class teachers will be given five school business days for testing, IEP meetings, and planning.

Article 26: Class Size

The Special Education Department which includes Resource Specialists, Special Day Class teachers and Speech Pathologists will have the following protocol to address caseload:

RSP teacher:

Statement of caseload amount (26- 27 cases) to Special Education Director and Site Administrator

Meeting within 7- 10 school days will be schedule with teacher to examine caseload with the teacher.

Caseloads at 28 will call for immediate solutions to be implemented prior to receiving any one additional case.

Speech:

Statement of caseload amount to Special Education Director and Site Administrator

Meeting with Speech team within 7-10 school days to examine caseload, solutions to be implemented before the average caseload is over Education Code guidelines.

Article 31: Health and Welfare

Sick leave balances will be posted on the Sub Finder Website by September 30th.

Article 32: Wages

Provide the Culver City High School Athletic Program \$200,000 in a stipend block grant to be dispersed in accordance with the Stipend schedule created by the Stipend Sub committee that will be reviewed annually.

Provide each elementary school site with \$5,000 in stipends to be used on extra assignments. Assignment of stipends will be decided by the site administrator in collaboration with a leadership team or by a grade level representative committee

Section H- Class Qualifications

The CCFT collective Bargaining Unit language will extend and include nurses as it relates to the National Board Certification for School Nurses (NBCSN) and will be granted an additional three thousand (\$3,000) per year prorated in monthly installments. The application fee will be reimbursed after the nurse has received the National Board Certification.

The District will establish a sub pool for CCUSD nurses.

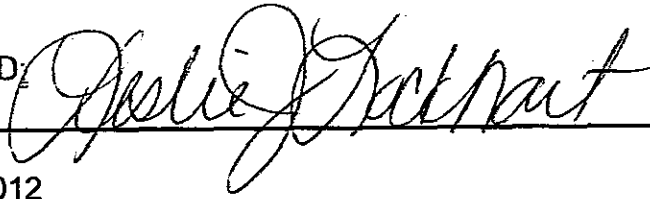
In the event a nurse is absent, the District will make every attempt possible to utilize nurses from the sub pool. If a substitute nurse is not available, the attending nurses will cover the duties of the absent nurse and be compensated by equally dividing sub pay rate pay among the nurses that are present that day.

Contingent on the 2012- California Tax Initiatives passing in November 2012, a one time off salary bonus (equivalent to one day of salary) will be paid to all certificated bargaining unit members on January 1st, 2013.

Article 29 Evaluations

"CCUSD and CCFT jointly agree to establish a committee comprised of unit members and administrators to review and possibly recommend changes to the teacher evaluation process. Any recommendations will be presented to the CCFT bargaining team for negotiations and or ratification."

For CCUSD:



May 22, 2012

For CCFT:



May 22, 2012

BOARD REPORT

14.4b Approval is Recommended for Resolution #18-2011/2012 (HR), Regarding Layoff of Classified Vacant Position

It is necessary to take action to abolish one classified vacant position for lack of work and/or lack of funds.

RECOMMENDED MOTION: It is recommended that the Board approve Resolution #18-2011/2012 (HR), authorizing the elimination of one classified vacant position.

Moved:

Seconded by:

Vote:

RESOLUTION #18-2011/2012 (HR), REGARDING LAYOFF OF CLASSIFIED VACANT POSITION

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following one (1) classified vacant position be abolished for lack of work and/or lack of funds.

<u>Position</u>	<u>No. Affected</u>	<u>Impact</u>
Maintenance Worker – 1 hour per day, school year	1	Eliminate

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
2. That said layoff shall become effective on July 1, 2012, subject to negotiations to the extent required by law.

Adopted by the Governing Board of the Culver City Unified School District on June 26, 2012, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk, Governing Board of the
Culver City Unified School District

BOARD REPORT

14.4c Approval is Recommended for Resolution #19-2011/2012 (HR), Regarding Layoff/Reduction of Classified Vacant Position

It is necessary to take action to reduce one classified vacant position for lack of work and/or lack of funds.

RECOMMENDED MOTION: It is recommended that the Board approve Resolution #19-2011/2012 (HR), authorizing the reduction of one classified vacant position.

Moved:

Seconded by:

Vote:

**RESOLUTION #19-2011/2012 (HR), REGARDING LAYOFF/REDUCTION OF
CLASSIFIED VACANT POSITION**

BE IT RESOLVED that the Governing Board of the Culver City Unified School District hereby determines that the following one (1) classified vacant position be reduced for lack of work and/or lack of funds.

<u>Position</u>	<u>No. Affected</u>	<u>IMPACT</u>
Driver – 7 hours per day, school year	1	Reduce to 6 hours per day, school year

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 45308.
2. That said layoff shall become effective on July 1, 2012, subject to negotiations to the extent required by law.

Adopted by the Governing Board of the Culver City Unified School District on June 26, 2012, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk, Governing Board of the
Culver City Unified School District