

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 Council Chambers
9770 Culver Boulevard, Culver City, CA 90232

September 28, 2010

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

Steven Gourley, President
Scott Zeidman, Esq., Vice President
Karlo Silbiger, Clerk
Katherine Paspalis, Esq., Member
Patricia Siever, Professor, Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

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

- 3.2 Anticipated Litigation (Pursuant to subdivision (b) of GC §54956.9)
(1 Potential Case)
- 3.3 Public Appointment/Employment (Pursuant to GC §54947)
Certificated Personnel Services Report No. 6
Classified Personnel Services Report No. 6
- 3.4 Conference with Real Property Negotiators (Pursuant to GC §54954.5)
Property: Wildwood Elementary School
CCUSD Negotiator: Ali Delawalla, Assistant Superintendent of Business
Services
- 3.5 Public Employment (Pursuant to GC §54957)
a) Superintendent Search

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

- 5.1 Roll Call – Board of Trustees
Steven Gourley, President
Scott Zeidman, Esq., Vice President
Karlo Silbiger, Clerk
Katherine Paspalis, Esq., Member
Patricia Siever, Professor, Member

5.2 Flag Salute

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

7. **PUBLIC HEARING - None**

8. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by _____ Seconded by _____

Vote _____

9. **CONSENT AGENDA**

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

- 9.1 Approval is Recommended for the Minutes of Special Meeting –
August 31, 2010; and Regular Meeting September 14, 2010

- 9.2 Approval is Recommended for Purchase Orders
- 9.3 Approval is Recommended for Acceptance of Gifts - Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 6
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 6
- 9.6 Approval is Recommended for Tracy Pumilia, El Marino Principal, and Mina Shiratori, El Marino Teacher, to Travel to Washington, DC for the FLAP Roundtable Meeting, October 12-14, 2010
- 9.7 Approval is Recommended for the Compensation Report of the Members of the Board of Education

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 Presentation by Tracy Pumilia and Mina Shiratori – FLAP Grant
- 10.2 Presentation by Senator Curren Price to La Ballona Elementary School

11. PUBLIC RECOGNITION

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

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

12. INFORMATION ITEMS

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

- 12.1 Culver City Unified Bell Schedules
- 12.2 ID Badges and Lanyards
- 12.3 First Reading of Revised Board Policy/Administrative Regulation 6164.6 – Identification and Education Under Section 504

13. RECESS (10 Minutes)

14. **ACTION ITEMS**

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

14.1 **Superintendent's Items - None**

14.2 **Education Services Items**

14.2a Approval is Recommended for the Los Angeles County Arts Commission Consultant Services Agreement with the Culver City Unified School District for 2010-2011

Motion by _____ Seconded by _____ Vote _____

14.3 **Business Items - None**

14.4 **Personnel Items - None**

15. **BOARD BUSINESS**

15.1 Goals and Objectives of the Board

16. **ADJOURNMENT**

Motion by _____ Seconded by _____ Vote _____

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

FUTURE MEETINGS

October 12 - 7:00 p.m. - Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place
October 26 - 7:00 p.m. - Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place

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

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

Meeting:	<u>Special Meeting</u>	Date:	<u>August 31, 2010</u>
Place:	<u>District Administration Office</u>	Time:	<u>3:50 p.m. – Public Meeting</u>
	<u>4034 Irving Place</u>		<u>3:51 p.m. – Closed Session</u>
	<u>Culver City 90232</u>		<u>4:00 p.m. – Public Meeting</u>

Board Members Present
Steven Gourley, President
Scott Zeidman, Esq., Vice President
Katherine Paspalis, Esq., Member
Patricia G. Siever, Professor, Member

Staff Members Present
Patricia W. Jaffe, Interim Superintendent

Call to Order

Board Vice President Mr. Zeidman called the meeting of the Culver City Unified School District Board of Education to order at 3:50 p.m. The Board adjourned to Closed Session at 3:51 p.m. and reconvened the public meeting at 4:02 p.m. with four Board members in attendance. Mr. Silbiger was not present.

Report from Closed Session

Mr. Gourley 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

It was moved by Mr. Zeidman and seconded by Ms. Paspalis that the Board approve the August 31, 2010 agenda as presented. The motion was approved with a vote of 4 – Ayes and 0– Nays.

9. Consent Agenda

Mr. Gourley called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. It was moved by Mr. Zeidman and seconded by Ms. Paspalis to approve Consent Agenda Items 9.1 and 9.2 as presented. The motion was approved with a vote of 4 – Ayes and 0 - Nays.

9.1 Certificated Personnel Reports No. 4

9.2 Classified Personnel Reports No. 4

Staff members departed the meeting so the Board could continue with workshop.

10. Commencement of Superintendent Search – Mediated by The Cosca Group

Dr. Don Brann from the Cosca Group facilitated the Board workshop to discuss with Board members their selection criteria for a new Superintendent. The criteria included personal characteristics, professional skills and abilities, and professional experience and preparation. The strengths of the District and areas of improvement were also discussed.

Adjournment

There being no further business, it was moved by Mr. Zeidman, and seconded by Ms. Paspalis and unanimously approved to adjourn the meeting. Board President Mr. Gourley adjourned the meeting at 6:00 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>September 14, 2010</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
Steven Gourley, President
Scott Zeidman, Esq., Vice President
Karlo Silbiger, Clerk
Katherine Paspalis, Esq., Member
Patricia G. Siever, Professor, Member

Staff Members Present
Patricia W. Jaffe, Interim Superintendent
Ali Delawalla
Gwenis Laura, Ed.S.

Call to Order

Board President Mr. Gourley 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 7:03 p.m. with all Board members in attendance. Student Tyler Yakamoto led the Pledge of Allegiance.

Report from Closed Session

Mr. Gourley 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

9. Consent Agenda

Mr. Gourley called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. Mr. Silbiger requested that item 9.1 be withdrawn. Ms. Paspalis requested that item 9.2 be withdrawn. Mr. Zeidman requested that item 9.6 be withdrawn.

- 9.3 Acceptance of Gifts - Donations
- 9.4 Certificated Personnel Reports No. 5
- 9.5 Classified Personnel Reports No. 5
- 9.7 Student Teacher Contract between CCUSD and Cal State Northridge
- 9.8 Student Teacher Contract between CCUSD and Cal State Los Angeles
- 9.9 Disposal of Surplus Property

9.1 Approval is Recommended for the Minutes of Regular Meeting – July 27, 2010; and Special Meeting – August 17, 2010

Mr. Silbiger requested this item be withdrawn to make the following revisions to the July 27, 2010 Regular Meeting Minutes. In item 12.1, add “at La Ballona” at the end of the last sentence of the paragraph so that it states, “Mr. Silbiger agreed with staff’s recommendation for an extra class at La Ballona.” He requested the following changes in item 14.1a. Where it lists Mr. Silbiger’s requests he would like to add “and posted within 72 hours of approval at the end of item #2; add 72 hours in advance at the end of #3 regarding the agenda; and clarify that numbers 2, 3, 5, 6, and 7 were implemented and the time was selected by majority vote. Items 14.1b and 14.1c have the same clarifications. Mr. Silbiger also requested that in 14.1c it state that the seven person committee would consist of five members at large appointed by the Superintendent based on the Board’s recommendation, one student recommended by ASB, and one parent recommended by Council PTA.

9.2 Approval is Recommended for Purchase Orders and Warrants

Ms. Paspalis requested this item be withdrawn to ask for clarification on some of the Purchase Orders. The following are the items in questions and the responses from Mr. Delawalla. She inquired about PO #55484A which was for a Speech Pathologist; PO#55500 which was for the Medi-Cal and Mental Health Specialist;

PO#55524 which was for the mandated costs to file with the state; PO#55536 which was for Workers Compensation Insurance; PO#55641 which was for the Art Teacher for Afterschool Enrichment class; PO# 55651, 55652, and 55653 which were for Speech and Language Therapy and Occupational Therapy. Ms. Siever reiterated that she would like to see how much the District is spending out of each fund and the balances in the accounts every quarter if possible. Mr. Mielke stated that with these fiscally hard times the Union will be looking closer at the Purchase Orders. He inquired about PO#55509. Mr. Delawalla explained the cost was for new chairs in the Human Resources Conference Room; PO# 55535 which was for the enrollment projection vendor; and PO#55606 which Mrs. Jaffe explained that the District was using the company on an "as needed" basis especially at the beginning school because there was a lot of information to get out to the community. Mr. Mielke also commented on a lot of costs were going to Speech and Language therapy and suggested looking into using one vendor. Mr. Chabola gave a referral at the High School for anyone interested in CPR Certification instead of using an outside vendor.

9.6 Approval is Recommended for the Culver City Middle School Spring Break Trip to Boston, Massachusetts and New York, New York, March 26-April 1, 2011

Mr. Zeidman withdrew this item to correct the amount stated per student which totals \$1,661.00 and not \$1,616,00 as stated on the Board Report.

Dr. Luther Henderson inquired about PO#55515. He wanted to know what type of insurance was the fee for, and how often does the District get billed. Mr. Delawalla responded that it was for Workers' Comp and it was the annual fee.

It was moved by Mr. Silbiger and seconded by Ms. Siever that items 9.3 – 9.5, 9.7 – 9.10 be approved as presented and items 9.1, 9.2, 9.6 as amended. The motion was unanimously approved.

10. Awards, Recognitions and Presentations - None

11. Public Recognition

11.1 Superintendent's Report

Mrs. Jaffe welcomed Miss Jamie MacIntosh as the new High School Student Board Member, and announced Danielle Ackerman as the Student Representative from Culver Park High School. Mrs. Jaffe thanked staff, parents, and the community for making the first day of school so great. She reported that everything went well at all of the schools and enrollment was more than expected. Because enrollment was up, some of the permit students had to move to El Rincon Elementary kindergarten class and their first day would be September 15th. Mrs. Jaffe introduced Mrs. Ellen Craig as the new principal at El Rincon and read a brief bio. Mrs. Craig thanked everyone for allowing her to return to the District as she used to be a teacher at La Ballona. Mrs. Jaffe stated that she attended a "green" project at UCLA and thought it was excellent. She provided an update on the formation of the Environmental Sustainability Committee, and that the Board approved a seven member committee.

11.2 Assistant Superintendents' Reports

Ms. Laura reported that the focus for the year was going to be on the EL students, and provided an update on the 2010 Healthy Kids Report. She announced that La Ballona teacher Debra Ishi and her students are participating in a pilot program called GLearning and that the students are enjoying it. Ms. Laura also gave an update on the latest bullying studies and that the first Anti-Bullying Task Force Meeting would be held this week.

Mr. Delawalla stated that his report would be during his budget presentation.

11.3 Student Representatives' Reports

Culver City High School Student Representative/Student Board Member

Jamie MacIntosh, Student Board Member, reported on activities at Culver City High School, including the 60th Anniversary of Culver City High School; the GSA having a School Climate Survey; the School Blood Drive on October 8th; the Home Coming Football Game; the school's API rising 28 points; the school having a Pakistani Relief Fundraiser; and the students doing very well with wearing their newly implemented ID lanyards. Mr.

Silbiger asked if Miss MacIntosh could inform ASB that the Board will be looking for a student to be on the Environmental Sustainability Committee.

Middle School Student Representative

Mr. Rich Garcia, teacher from Culver City Middle School, provided a report for the middle school as there is no student representative at this time. Mr. Garcia reported that the students are in the middle of their campaigning for Student Council. October 4th is the Delegate Convention and October 8th is the Primaries. Ms. Siever commended Mr. Garcia on his work with the students because many of her own students on the college level do not understand the political process of campaigning.

Culver Park Student Representative

Danielle Ackerman, Culver Park High School Student Representative, was not present.

11.4 Members of the Audience

Members of the audience spoke about:

- David Mielke welcomed Miss MacIntosh to the meetings. He encouraged the Board to utilize her input and asked the Board to consider giving the Student Board Member voting rights. As the Union representative, Mr. Mielke reported that most of the phone calls he has received have been about class size complaints. He inquired about contracting out for speech and language pathologists and asked the Board to place this topic on an agenda.
- Jerry Chabola congratulated the custodial staff at the high school and commented the campus looked great. He called on the Board to place a specific item on an agenda to discuss synthetic fields. Mr. Zeidman commented that the District has money for facility improvement and it was not benefiting anyone. Mr. Zeidman stated that it was time to get ideas from the principals on their needs at their sites, and asked to see the topic of capital improvements placed on an agenda. Ms. Paspalis suggested that the Booster Club might also see what funds they could raise in the community. Mr. Chabola stated that there are a lot of companies in the area that already consistently give money to the school district so the Booster Club would have to be careful how and which companies they approach. Mr. Silbiger suggested placing these items on the agenda when the Natatorium is discussed in October. Board members agreed. Ms. Siever asked Mr. Chabola if the issue of the scheduling between Youth and Government and the athletics department was resolved. Mr. Chabola stated that the rosters of both groups have been shared and everything had been taken care of with scheduling.
- Natalie Ragus wanted to introduce herself as the local representative working with Patch.com. She shared what type of stories will be reported in the online local publication. Her e-mail is nragus@gmail.com.

11.5 Members of the Board

Board Members spoke about:

- Ms. Siever thanked the Board for providing Mrs. Jaffe with their suggestions for the Board's goals and objectives. She announced that the follow-up to discuss the goals and objectives will be at the September 28th meeting. She attended the September 11th Remembrance and it was a wonderful tribute. Ms. Siever announced that she was the Chair for this year's annual Dr. Martin Luther King, Jr. Tribute. This year's tribute will be on January 15, 2011 and it will fall on his actual birthday. She stated that she would like to see some of the 12th graders involved in the celebration.
- Mr. Silbiger thanked principals, Ms. Anderson and Ms. Carroll, for meeting with him over the summer. He reminded everyone that the Board meeting on September 28th will be held at City Hall and among the items on the agenda will be a discussion about the Immersion Program at the secondary level. He asked Mrs. Jaffe about a couple of issues he has heard about regarding supervision at the middle school, and he asked Mr. Delawalla about money from the federal government to hire back teachers. Mr. Delawalla responded that the Governor just signed legislature last Friday, but the District has not seen any additional funding.
- Ms. Paspalis reported on her attendance at the Linwood Howe and La Ballona Back to School Nights and reported that they were great. She stated that she met with Senator Price at the middle school and they

discussed the budget and state of the District. Ms. Paspalis also reported on her attendance at a UCLA Extension class presentation on Greening Farragut and how the information could be used when discussing the Natatorium. She also reported on her budget discussion with Assembly Member Karen Bass. She inquired about the District having forms on the computer, and stated that she did not remember the Board discussing having I.D. lanyards on the middle school level, just on the high school level. She did not know if it was necessary at the middle school level.

- Mr. Zeidman reported on his attendance at the Back to School night events. He stated that Liaison Meeting was needed with the City, and reported that the Board hired a Superintendent search firm.
- Mr. Gourley announced that the next Board meeting would be held at City Hall. He stated that the issue of lanyards was more about students showing ID inside the school, and not so much about people coming from the outside of the school to the inside. Mr. Gourley explained that the locker rooms, cafeteria, and the passing times are the worst times for students that might be bullied. He hopes that the teachers, principals, and staff will be more aware of these times in an effort to decrease bullying.

12. Information Items

12.1 Accountability Report –AYP/API 2010

Ms. Laura presented information on the District's AYP/API scores and explained how the District is addressing the test scores with the sub-groups. Additional discussion ensued as she responded to questions from audience members. Dr. Henderson stated that he notice the same groups that have been well, and those not doing so well have remained the same for quite a period of time. He shared what he thought should be the different factors looked at in order to bring the scores up. Mr. Silbiger thanked the teachers and Ms. Laura for getting the information to the Board so early. Mr. Silbiger also suggested looking at the growth model and Ms. Siever thought that was a good suggestions. All Board members agreed they would like to hear short presentations from all of the principals on their test scores and they should all present the same formatted information.

12.2 Presentation of 2009-2010 Unaudited Actuals

Mr. Delawalla presented the Unaudited Actuals and explained that due to a number of factors, the District will now have to make \$2.5 million in reductions instead of \$5.8 million. He also explained that since the District filed Qualified with the County that we will need to show a plan to the County in how the District will handle the reductions.

12.3 Review Board Policy/Administrative Regulation 4218, Dismissal/Suspension/Disciplinary Action

Penny Upton with the CTA and Debbie Hamme the ACE President, spoke to the Board about adding language to the Board policy. Additional discussion ensued and the information will be brought back at a later date.

13. Recess

The Board recessed at 9:20 a.m. and reconvened at 9:35 p.m.

14. Action Items

14.1 Superintendent's Items

14.1a Second Reading and Adoption of Administrative Regulation 9005, Governing Board Member Roles and Responsibilities

It was moved by Ms. Paspalis and seconded by Mr. Silbiger that the Board adopt the Revised Administrative Regulation 9005, Governing Board Member Roles and Responsibilities as presented. The motion was unanimously approved.

14.1b Approval is Recommended for Resolution #4-2010/2011 of the Governing Board of the Culver City Unified School District Establishing a Citizens' Oversight Committee to Oversee Parcel Tax Proceeds, Expenditures and Audits

Board members provided their collective revisions. The revisions that were decided upon were to add "no more than 9" after the first sentence on 3a; to add "The terms shall commence on January 1st of odd numbered years: at

the end of the sentence for item 3b; and add "Clerical support will be provided by the District." At the end of the item 5b; and add "at least quarterly" at the sentence in item 5c that states Additional meetings will be scheduled as needed, **at least quarterly**...; and remove "more than" in item 5d. It was moved by Mr. Silbiger and seconded by Ms. Siever to approve Resolution #4-2010/2011 as revised. The motion was unanimously approved.

14.2 Education Services Items – None

14.3 Business Items

14.3a Approval is Recommended for the 2009-2010 Unaudited Actuals

It was moved by Mr. Zeidman and seconded by Ms. Paspalis that the Board approve the 2009-2010 Unaudited Actuals as presented. The motion was unanimously approved.

14.3b Approval is Recommended for the Notice of Completion for Bid #189.19 - Roof Replacement

It was moved by Ms. Paspalis and seconded by Mr. Silbiger to approve the Notice of Completion for Bid #189.10 as presented. The motion was unanimously approved.

14.3c Approval is Recommended for Resolution #5-2010/2011 Impact of Reduced State Funding on CCUSD

Ms. Paspalis inquired why the District needed a resolution. Mr. Delawalla responded that by law we need the resolution and a reduction plan to present to the County. It was moved by Ms. Siever and seconded by Mr. Silbiger that the Board approve Resolution #5-2010/2011 as presented. The Board approved the Resolution with a vote of 3 – Ayes and 2 – Nays by Mr. Gourley and Ms. Paspalis.

15. Board Business

15.1 Moving 6th Grade Back to Elementary

Board members discussed the pros and cons of moving 6th grade back to the elementary level and other possibilities of grade level changes. It was decided to bring this item back in the future for additional discussion, and Mrs. Jaffe suggested including the bell schedules at the elementary schools.

15.2 CSBA

Mr. Gourley inquired about the benefits the District receives by being a member of the California School Boards Association. He also shared some of the latest scandals that have been reported in the news about the organization.

Adjournment

There being no further business, it was moved by Mr. Zeidman, seconded by Ms. Paspalis and unanimously approved to adjourn the meeting. Board President Mr. Gourley adjourned the meeting at 10:27 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

9.2 Purchase Orders

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

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

Purchase order grand total from September 4, 2010 through September 17, 2010 is \$851,885.41.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION: That purchase orders from September 4, 2010 through September 17, 2010 in the amount of \$851,885.41 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

Board List Purchase Order Report
 CULVER CITY UNIFIED SD

PO Date	PO #	Stat	Change	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
09/10/10	55158	C		09/10/2010	AUGMENTATIVE COMMUNICATION	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57700	5890	31500	5890	0004040	290.00	290.00
AUGMENTATIVE COMMUNICATION THERAPIES																
09/15/10	55159	A		09/15/2010	FREESTYLE SALES CO	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	00000.0	16001	10000	4310	4310	4010000	901.15	901.15
FREESTYLE SALES CO																
09/13/10	55160	A		09/13/2010	LOS ANGELES COUNTY OFFICE OF	CONFERENCE AND TRAVEL	Special Projects	01.0	40350.0	00000	21000	5220	5220	0004030	2,000.00	2,000.00
LOS ANGELES COUNTY OFFICE OF EDUCATION																
09/13/10	55161	A		09/13/2010	T-SHIRT PROS	INSTRUCTIONAL SUPPLIES	Undistributed ROP	01.0	96352.0	71100	10000	4310	4310	0000000	1,438.84	1,438.84
T-SHIRT PROS																
09/13/10	55162	A		09/13/2010	T-SHIRT PROS	INSTRUCTIONAL SUPPLIES	Undistributed ROP	01.0	96352.0	71100	10000	4310	4310	0000000	945.92	945.92
T-SHIRT PROS																
09/13/10	55163	A		09/13/2010	TECHSOLUTIONS	SOFTWARE	Technology	01.0	00000.0	00000	77000	4410	4410	0005020	1,974.28	1,974.28
TECHSOLUTIONS																
09/13/10	55164	A		09/13/2010	REDWOOD PRESS	OFFICE SUPPLIES	Undistributed Selpa	01.7	65000.0	50010	22000	4350	4350	0000000	90.00	90.00
REDWOOD PRESS																
09/14/10	55165	A		09/14/2010	CDW-G	INSTRUCTIONAL SUPPLIES	La Ballona Elementary	01.0	30100.0	11100	10000	4140	4140	2060000	463.69	463.69
CDW-G																
09/15/10	55166	A		09/15/2010	TROXELL COMMUNICATIONS	OFFICE SUPPLIES	La Ballona Elementary	01.0	91400.0	11100	10000	4350	4350	2060000	554.24	554.24
TROXELL COMMUNICATIONS																
09/15/10	55167	A		09/15/2010	XEROX CORPORATION	INSTRUCTIONAL SUPPLIES	High School	01.0	00000.0	11100	10000	4310	4310	4010001	1,020.68	1,020.68
XEROX CORPORATION																

Board List Purchase Order Report
 CULVER CITY UNIFIED SD

Page No. 2

Run Date: 09/18/2010

Run Time: 04:25:12AM
 WEEKLY

Report ID: LAPO009C

District : 64444

Purchase Orders/Buyouts To The Board for Ratification From : 9/4/2010 To 9/17/2010
 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.Lo	Distrib Amount	PO Amt
09/15/10	55168	A		09/15/2010	COMPLETE BUSINESS SYSTEMS	MAINTENANCE AGREEMENTS	Farragut	01.0	00000.0	00000	27000	5630	2050001	750.00	1,020.68
09/15/2010															
09/15/2010															
09/15/10	55169	A		09/15/2010	CDW-G	COMPUTER SUPP/EQUIP	Culver Park High School	01.0	07395.0	32000	10000	4310	5010000	237.09	
09/15/2010															
09/15/2010															
09/16/10	55170	A		09/16/2010	AMAZON.COM	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	116.91	116.91
09/16/2010															
09/15/10	55172	A		09/15/2010	KINOKUNIYA BOOKSTORE	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	209.90	209.90
09/15/2010															
09/15/2010															
09/15/10	55173	A		09/15/2010	QUIA CORPORATION	OFFICE SUPPLIES	Special Projects	01.0	58100.0	00000	21000	4350	0004030	107.56	107.56
09/15/2010															
09/15/10	55174	A		09/15/2010	ICHI TRADING CORPORATION	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	1,824.58	1,824.58
09/15/2010															
09/15/10	55175	A		09/15/2010	TROXELL COMMUNICATIONS	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	90128.0	11100	10000	4310	4010000	322.67	322.67
09/15/2010															
09/15/10	55176	A		09/15/2010	DEMCO, INC.	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	135.05	135.05
09/15/2010															
09/15/10	55276M	A		09/15/2010	SANTA MONICA FENCE CO	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	1,441.04	1,441.04
09/15/2010															
09/15/10	55278M	A		09/15/2010	PACIFIC FLOOR COMPANY, INC.	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	7,820.00	7,820.00

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

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. 3

Run Date: 09/18/2010

Run Time: 04:25:12AM
 WEEKLY

Report ID: LAPO009C

District: 64444

Purchase Orders/Buyouts To The Board for Ratification From : 9/4/2010 To 9/17/2010
 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.Lo	Distrib Amount	PO Amt
09/15/10	55279M	A		09/15/2010	BAVCO BACKFLOW APPARATUS &	REPAIRS - OTHER	55278M	01.0	81500.0	00000	81100	5630	0005040	3,390.00	7,820.00
				09/15/2010											
				09/15/2010	BAVCO BACKFLOW APPARATUS & VALVE									3,390.00	
09/10/10	55280M	A		09/10/2010	AMERICAN TIME & SIGNAL COMPANY	MAINTENANCE SUPP/EQUIP	55280M	01.0	81500.0	00000	81100	4310	0005040	1,200.00	
				09/10/2010											
				09/10/2010	AMERICAN TIME & SIGNAL COMPANY									1,200.00	
09/08/10	55665	C		09/08/2010	SCHOOL EMPLOYERS	CONFERENCE AND TRAVEL		01.0	00000.0	00000	74000	5220	0003000	165.00	
				09/08/2010											
				09/08/2010	SCHOOL EMPLOYERS ASSOCIATION OF CA									165.00	
09/07/10	55668	A		09/07/2010	TOLEDO P.E. SUPPLY CO.	INSTRUCTIONAL SUPPLIES		01.0	91400.0	11100	10000	4310	3010000	1,554.73	
				09/07/2010											
				09/07/2010	TOLEDO P.E. SUPPLY CO.									1,554.73	
09/07/10	55669	A		09/07/2010	REDWOOD PRESS	OFFICE SUPPLIES		01.0	00000.0	00000	27000	4350	3010001	1,311.52	
				09/07/2010											
				09/07/2010	REDWOOD PRESS									1,311.52	
09/07/10	55687	A		09/07/2010	CDW-G	COMPUTER SUPP/EQUIP		12.0	61050.0	85000	10000	4310	0000002	346.52	
				09/07/2010											
				09/07/2010	CDW-G									346.52	
09/07/10	55688	A		09/07/2010	S.T.A.R. INC.	CONSULTANTS		01.0	30100.0	11100	27000	5810	2060000	12,000.00	
				09/07/2010											
				09/07/2010	S.T.A.R. INC.									12,000.00	
09/07/10	55689	A		09/08/2010	WILLIAM M. CAREY	CONSULTANTS		01.7	65000.0	50010	22000	5850	0000007	4,000.00	
				09/07/2010											
				09/07/2010	WILLIAM M. CAREY									4,000.00	
09/07/10	55690	A		09/08/2010	JEANNE C. DAVIS	CONSULTANTS		01.7	65000.0	50010	22000	5850	0000000	55,000.00	
				09/07/2010											
				09/07/2010	JEANNE C. DAVIS									55,000.00	
09/07/10	55691	A		09/07/2010	JOSTENS	INSTRUCTIONAL SUPPLIES		01.0	07395.0	32000	10000	4310	0000620	1,932.58	
				09/07/2010											
				09/07/2010	JOSTENS									1,932.58	

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

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

Page No. **4**
Run Date: **09/18/2010**
Run Time: **04:25:12AM**
WEEKLY

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

Purchase Orders/Buyouts To The Board for Ratification From : **9/4/2010** To **9/17/2010**
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.Lo	Distrib Amount	PO Amt
09/07/10	55692	A		09/08/2010	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Undistributed ROP	01.0	96353.0	71100	10000	4400	0000000	966.19	1,932.58
09/07/2010						09/07/2010		JOSTENS							
09/07/10	55693	C		09/09/2010	ACCREDITING COMMISSION FOR	MEMBERSHIPS	Culver Park High School	01.0	07395.0	32000	27000	5310	5010000	756.00	756.00
09/07/2010						09/07/2010		ACCREDITING COMMISSION FOR SCHOOLS							
09/07/10	55694	A		09/07/2010	HARLAND TECHNOLOGY	MAINTENANCE AGREEMENTS	Culver Park High School	01.0	07395.0	32000	27000	5630	5010000	593.00	593.00
09/07/2010						09/07/2010		HARLAND TECHNOLOGY SERVICES							
09/07/10	55695	C		09/07/2010	LACOE	CONFERENCE AND TRAVEL	District Curriculum	01.0	00000.0	00000	21000	5220	0004010	210.00	210.00
09/07/2010						09/07/2010		LACOE							
09/07/10	55696	C		09/07/2010	STUDIOS UNLIMITED	CONTRACT SERVICES RENDERED	Linwood Howe Elementary	01.0	91400.0	11100	10000	5810	2020000	3,120.00	3,120.00
09/07/2010						09/07/2010		STUDIOS UNLIMITED							
09/07/10	55697	A		09/07/2010	EMPIRE MUSIC	INSTRUCTIONAL SUPPLIES	Linwood Howe Elementary	01.0	91400.0	11100	10000	4310	2020000	58.61	58.61
09/07/2010						09/07/2010		EMPIRE MUSIC							
09/07/10	55698	A		09/08/2010	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Security	01.0	00000.0	00000	83000	4400	0001050	573.10	573.10
09/07/2010						09/07/2010		DELL COMPUTER CORP.							
09/07/10	55699	C		09/07/2010	COALITION FOR ADEQUATE FUND	MEMBERSHIPS	Undistributed Se1pa	01.7	65000.0	50010	22000	5310	0000000	1,500.00	1,500.00
09/07/2010						09/07/2010		COALITION FOR ADEQUATE FUND FOR SPED							
09/07/10	55700	A		09/07/2010	REHABMART	INSTRUCTIONAL SUPPLIES	Undistributed Se1pa	01.7	65000.0	50010	22000	4310	0000000	197.60	197.60
09/07/2010						09/07/2010		REHABMART							
09/07/10	55701	A		09/07/2010	ABILITATIONS	INSTRUCTIONAL SUPPLIES	Undistributed Se1pa	01.7	65000.0	50010	22000	4310	0000000	586.21	586.21
09/07/2010						09/07/2010		ABILITATIONS							

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

Report ID: LAPO009C
 District : 64444
 Purchase Orders/Buyouts To The Board for Ratification From : 9/4/2010 To 9/17/2010
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Page No. 5
 Run Date: 09/18/2010
 Run Time: 04:25:12AM
 WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt		
09/07/10	55702	A		09/07/2010	TOUCH GRAPHICS, INC.	INSTRUCTIONAL SUPPLIES	Undistributed Selpa	01.7	65000.0	50010	22000	4310	0000000	788.94	586.21		
Change																	
09/07/2010								ABILITATIONS									
09/07/10	55703	A		09/08/2010	D & D SECURITY RESOURCES, INC.	INSTRUCTIONAL SUPPLIES	Undistributed ROP	01.0	96353.0	71100	10000	4310	0000000	62.47			
09/07/2010								D & D SECURITY RESOURCES, INC.									
09/07/10	55704	A		09/07/2010	A1 SECURITY CAMERAS	SECURITY SUPP/EQUIP/SYSTEM	Security	01.0	00000.0	00000	83000	4400	0001050	3,852.98			
09/07/2010								A1 SECURITY CAMERAS									
09/08/10	55705	A	1	09/10/2010	RIFTON PRODUCTS LLC	INSTRUCTIONAL SUPPLIES	Undistributed Selpa	01.7	65000.0	50010	22000	4310	0000000	2,205.97			
09/08/2010								RIFTON PRODUCTS LLC									
09/10/10	55706	A		09/10/2010	CULVER CITY TROPHY CO, INC	OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	59.27			
09/10/2010								CULVER CITY TROPHY CO, INC									
09/08/10	55707	A		09/08/2010	OFFICE DEPOT	COMPUTER SUPP/EQUIP	Adult School	11.0	06390.0	41100	10000	4310	0000010	296.31			
09/08/2010								OFFICE DEPOT									
09/08/10	55708	A		09/08/2010	HAZELDEN	BOOKS	El Rincon Elementary	01.0	90127.0	11100	10000	4210	2040000	1,361.23			
09/08/2010								HAZELDEN									
09/08/10	55709	A		09/08/2010	NICK RAIL MUSIC	INSTRUCTIONAL SUPPLIES	Farragut	01.0	00000.0	11100	10000	4310	2050001	174.72			
09/08/2010								NICK RAIL MUSIC									
09/09/10	55710	C		09/10/2010	DIVISION OF THE STATE ARCHITECT	FEES, LICENSE	Undistributed Purch	01.0	00000.0	00000	85000	6201	0000000	90.13			
09/09/2010								DIVISION OF THE STATE ARCHITECT									
09/09/10	55711	A		09/09/2010	REDWOOD PRESS	OFFICE SUPPLIES	Farragut	01.0	00000.0	11100	10000	4350	2050001	349.01			

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

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. **6**
 Run Date: **09/18/2010**
 Run Time: **04:25:12AM**
WEEKLY

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

Purchase Orders/Buyouts To The Board for Ratification From : **9/4/2010** To **9/17/2010**
 Purchase Orders/Buyouts in Excess of **\$1.00** To Be Ratified

PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
09/09/2010			55711		REDWOOD PRESS									349.01	
09/10/10	55712	A		09/10/2010	MERION PUBLICATIONS	ADVERTISING	Human Resources	01.0	00000.0	00000	74000	5830	0003000	1,099.00	
09/10/2010			55712		MERION PUBLICATIONS									1,099.00	
09/10/10	55713	C		09/10/2010	WELLS FARGO	CONFERENCE AND TRAVEL	Superintendent's Office	01.0	00000.0	00000	71500	5220	0001000	850.00	
09/10/2010			55713		WELLS FARGO									850.00	
09/10/10	55714	A		09/10/2010	JOSTENS	GRADUATION SUPPLIES	Special Education	01.0	65000.0	50010	27000	4350	0004040	10.04	
09/10/2010			55714		JOSTENS									10.04	
09/10/10	55715	A		09/10/2010	WEST SHIELD ADOLESCENT	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57700	21000	5890	0004040	3,666.34	
09/10/2010			55715		WEST SHIELD ADOLESCENT SERVICES									3,666.34	
09/10/10	55716	C		09/10/2010	BRAD AND YULIA MCAFFEE	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57500	39000	5890	0004040	1,000.00	
09/10/2010			55716		BRAD AND YULIA MCAFFEE									1,000.00	
09/10/10	55717	A		09/10/2010	LOZANO SMITH, ATTORNEYS AT LAW	CONFERENCE AND TRAVEL	Special Education	01.0	56400.0	00000	21000	5220	0004040	75.00	
09/10/2010			55717		LOZANO SMITH, ATTORNEYS AT LAW									75.00	
09/10/10	55718	A		09/10/2010	CRS ADVANCE TECHNOLOGY	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	74000	5220	0003000	199.00	
09/10/2010			55718		CRS ADVANCE TECHNOLOGY									199.00	
09/10/10	55719	A		09/10/2010	TRANG V. NGUYEN, O.D., F.A.A.O.	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57700	31500	5890	0004040	300.00	
09/10/2010			55719		TRANG V. NGUYEN, O.D., F.A.A.O.									300.00	
09/10/10	55720	A		09/10/2010	HOME DEPOT	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	61052.0	85000	10000	4310	0000002	690.33	
09/10/2010			55720		HOME DEPOT									690.33	
09/10/10	55721	A		09/10/2010	ED LITTLE AUTO SERVICE, INC.	REPAIRS - OTHER	Security	01.0	00000.0	00000	83000	5630	0001050	500.00	
09/10/2010			55721		ED LITTLE AUTO SERVICE, INC.									500.00	

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Board List Purchase Order Report
 CULVER CITY UNIFIED SD

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
09/10/10	55722	A		09/10/2010	HOME DEPOT	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	90284.0	85000	10000	4310	0000002	690.33	500.00
09/10/2010	55722				HOME DEPOT									690.33	
09/10/10	55723	A		09/10/2010	PEOPLES EDUCATION	INSTRUCTIONAL SUPPLIES	Linwood Howe Elementary	01.0	91400.0	11100	10000	4310	2020000	845.21	845.21
09/10/2010	55723				PEOPLES EDUCATION									845.21	
09/10/10	55724	A		09/10/2010	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	90284.0	85000	10000	4310	0000002	472.67	472.67
09/10/2010	55724				LAKESHORE LEARNING MATERIALS									472.67	
09/10/10	55725	A		09/10/2010	SCHOOL MATE	INSTRUCTIONAL SUPPLIES	EI Marino Language	01.0	00000.0	16003	10000	4310	2030000	387.92	387.92
09/10/2010	55725				SCHOOL MATE									387.92	
09/10/10	55726	A		09/10/2010	TROXELL COMMUNICATIONS	AUDIOVISUAL SUPP/EQUIP	Culver City Middle School	01.0	90127.0	11100	10000	4310	3010000	1,952.45	1,952.45
09/10/2010	55726				TROXELL COMMUNICATIONS									1,952.45	
09/10/10	55727	A		09/10/2010	SCHOOL MATE	INSTRUCTIONAL SUPPLIES	EI Marino Language	01.0	00000.0	16003	10000	4310	2030000	732.28	732.28
09/10/2010	55727				SCHOOL MATE									732.28	
09/10/10	55728	A		09/10/2010	VOCATIONAL TECHNOLOGIES	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	65200.0	57700	21000	4320	4010000	46.99	46.99
09/10/2010	55728				VOCATIONAL TECHNOLOGIES									46.99	
09/10/10	55729	A		09/10/2010	INLAND BUILDING CONSTRUCTION CO.,	OFFICE SUPPLIES	Purchasing	01.0	00000.0	00000	73000	4350	0005030	333.28	333.28
09/10/2010	55729				INLAND BUILDING CONSTRUCTION CO., INC.									333.28	
09/10/10	55731	A		09/10/2010	CULVER-NEWLIN INCORPORATED	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	61052.0	85000	10000	4310	0000002	692.30	692.30
09/10/2010	55731				CULVER-NEWLIN INCORPORATED									692.30	
09/15/10	55732	A		09/15/2010	OFFICE DEPOT	OFFICE SUPPLIES	Special Projects	01.0	58100.0	00000	21000	4350	0004030	3,000.00	3,000.00

Board List Purchase Order Report

Page No. 8

CULVER CITY UNIFIED SD

Run Date: 09/18/2010

Purchase Orders/Buyouts To The Board for Ratification From : 9/4/2010 To 9/17/2010

Run Time: 04:25:12AM

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
09/15/10	55733	A		09/15/2010	OCS AMERICA, INC	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	58100.0	11100	10000	4310	0004030	44.45	
				09/15/2010											3,000.00
09/15/10	55734	A		09/15/2010	PRACTI-CAL, INC.	CONTRACTED SERVICES	Pupil Services	01.0	56400.0	00000	39000	5890	0004020	65,000.00	
				09/15/2010											65,000.00
09/15/10	55736	A		09/17/2010	SELPA ADMINISTRATOR'S	MEMBERSHIPS	Undistributed Selpa	01.7	65000.0	50010	22000	5310	0000000	600.00	
				09/15/2010											600.00
09/15/10	55737	A		09/15/2010	GLENCOE/MCGRAW-HILL	BOOKS	Undistributed SIMC	01.0	07156.0	11100	10000	4110	0000000	5,489.26	
				09/15/2010											5,489.26
09/15/10	55738	A		09/15/2010	SANTILLANA USA	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	1,468.69	
				09/15/2010											1,468.69
09/15/10	55739	A		09/15/2010	SPINITAR	OFFICE SUPPLIES	Culver City High School	01.0	91400.0	00000	27000	4350	4010000	899.72	
				09/15/2010											899.72
09/15/10	55740	A		09/15/2010	CAMPUS TEAM WEAR	OFFICE SUPPLIES	Culver City High School	01.0	91400.0	00000	27000	4350	4010000	463.43	
				09/15/2010											463.43
09/17/10	55741	A		09/17/2010	DOMINO EVENTS	CONFERENCE AND TRAVEL	Special Projects	01.0	30100.0	00000	21000	5220	0004030	685.00	
				09/17/2010											685.00
09/17/10	55742	A		09/17/2010	LA QUINTA RESORT & CLUB	CONFERENCE AND TRAVEL	Special Projects	01.0	30100.0	00000	21000	5220	0004030	675.80	
				09/17/2010											675.80
09/17/10	55743	A		09/17/2010	CDW-G	CAMERA SUPP/EQUIP	Culver City Middle School	01.0	00000.0	11100	10000	4310	3010001	181.93	

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

Board List Purchase Order Report
CULVER CITY UNIFIED SD

Page No. **9**
 Run Date: **09/18/2010**
 Run Time: **04:25:12AM**
WEEKLY

Report ID: **LAPO009C**
 District : **64444**
 Purchase Orders/Buyouts To The Board for Ratification From : **9/4/2010 To 9/17/2010**
 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.Lo	Distrib Amount	PO Amt
09/17/2010			55743				CDW-G							181.93	
09/17/10	55745	A	09/17/2010	09/17/2010	TOLEDO P.E. SUPPLY CO.	ATHLETIC SUPP/EQUIP	Culver City Middle School	01.0	00000.0	16002	10000	4310	3010000	378.65	
09/17/2010			55745				TOLEDO P.E. SUPPLY CO.							378.65	
09/17/10	55747	A	09/17/2010	09/17/2010	VINA ENGRAVING & TROPHIES	OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	100.54	
09/17/2010			55747				VINA ENGRAVING & TROPHIES							100.54	
09/17/10	55748	A	09/17/2010	09/17/2010	OFFICE DEPOT	OFFICE SUPPLIES	Special Projects	01.0	07392.0	00000	21000	4350	0004030	500.00	
09/17/2010			55748				OFFICE DEPOT							500.00	
09/17/10	55749	A	09/17/2010	09/17/2010	VINA ENGRAVING & TROPHIES	OFFICE SUPPLIES	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	22.01	
09/17/2010			55749				VINA ENGRAVING & TROPHIES							22.01	
09/17/10	55750	A	09/17/2010	09/17/2010	STAR OFFICE SUPPLIES, INC.	OFFICE SUPPLIES	Security	01.0	00000.0	00000	83000	4350	0001050	1,128.27	
09/17/2010			55750				STAR OFFICE SUPPLIES, INC.							1,128.27	
09/17/10	55769	A	09/17/2010	09/17/2010	BEHAVIORAL INTERVENTION	NONPUBLIC SCHOOLS SERVICE	Special Education	01.0	65000.0	57500	11800	5880	0004040	207,015.30	
09/17/2010			55769				BEHAVIORAL INTERVENTION SPECIALISTS							207,015.30	
09/17/10	55770	A	09/17/2010	09/17/2010	RESOURCES IN AUTISM	NONPUBLIC SCHOOLS SERVICE	Special Education	01.0	65000.0	57500	11800	5880	0004040	136,971.40	
09/17/2010			55770				RESOURCES IN AUTISM							136,971.40	
09/17/10	55771	A	09/17/2010	09/17/2010	CENTER FOR AUTISM & RELATED	NONPUBLIC SCHOOLS SERVICE	Special Education	01.0	65000.0	57500	11800	5880	0004040	65,366.00	
09/17/2010			55771				CENTER FOR AUTISM & RELATED DISORDERS							65,366.00	
09/17/10	55773	A	09/17/2010	09/17/2010	WESTVIEW SCHOOL	NONPUBLIC SCHOOLS SERVICE	Special Education	01.0	65000.0	57500	11800	5880	0004040	163,335.40	
09/17/2010			55773				WESTVIEW SCHOOL							163,335.40	
09/17/10	55774	A	09/17/2010	09/17/2010	VISTA DEL MAR SCHOOL	NONPUBLIC SCHOOLS SERVICE	Special Education	01.0	65000.0	57500	11800	5880	0004040	62,221.40	

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

Report ID: LAPO009C
 District : 64444

Board List Purchase Order Report
 CULVER CITY UNIFIED SD

Purchase Orders/Buyouts To The Board for Ratification From : 9/4/2010 To 9/17/2010
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Page No. 10
 Run Date: 09/18/2010
 Run Time: 04:25:12AM
 WEEKLY

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

09/17/2010 55774 VISTA DEL MAR SCHOOL 62,221.40

Total by District : 64444 851,885.41 851,885.41

End of Report LAPO009C

NONPUBLIC SCHOOLS:
 CURRENT PERIOD: \$634,909.50
 GRAND TOTAL: \$634,909.50

BOARD REPORT

9/28/10
9.3

9.3 Approval is Recommended for Acceptance of Gifts

Board Policy 3290 states the Governing Board may accept any bequest or gift of money or property on behalf of the District that is consistent with the District's vision and philosophy. All gifts, grants, and bequests become District property.

The following items have been donated for use in the District:

<u>Location</u>	<u>Donor/Item(s) Donated</u>
Office of Child Development	Mr. Addison Pan Large variety of new classroom supplies
El Marino Language School	Mr. Addison Pan Large variety of new classroom supplies Ms. Andrea Yates HP printer

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

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.4 **Financial Implication for Certificated Services Report no. 6**

Total Fiscal Impact per Funding Source :

General Fund	\$159,276.00
FLAP –JPL	\$ 1,700.00
Title I	\$ 200.00
ARRA	\$ 1610.00
Arts and Music	\$ 1260.00
Special Education	\$ 280.00
Child Development	\$ 70,000.00
School Improvement	\$ 9,000.00
Donations for Education Services	\$ 175.00

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6

I. Authorization and Ratification of Employment

A. First - Year Probationary – Farragut

Revision – Item previously approved on Board Report No. 1; 7/13/10

Effective August 24, 2010

Funding Source: General Fund

Total Cost: \$44,210.00

1. Johnson, Robyn

B. Support Services – El Rincon, Provide Support Services to New Elementary Principal

Effective September 1, 2010 at \$59.66 per hour, not to exceed 40 hours

Funding Source: General Fund

Total Cost: \$2,386.40

1. Fields, Sara

C. Substitute Teachers – District

Effective September 29, 2010 at \$125.00 per day, work as needed

Funding Source: General Fund

Total Cost: \$250.00

1. Magana, Susy
2. Romero, Martha

D. Additional 20% Assignment – Middle School, Additional Period

Effective August 26, 2010 through June 17, 2011 at additional 20% of current rate of pay

Funding Source: General Fund

Total Cost: \$ 41,520.40

1. Garcia, Rick
2. Kelner, Robert
3. Morris, Ruth

E. Additional 20% Assignment – High School, Accommodate Student Enrollment

Effective September 9, 2010 through January 21, 2011 at additional 20% of current rate of pay

Funding Source: General Fund

Total Cost: \$28,000.00

- | | |
|-----------------------|----------------------------|
| 1. De Armond, Melanie | English Department |
| 2. Mielke, David | Science/Health Department |
| 3. Fontijn, Miryung | Science Department |
| 4. Varlotta, Kathy | Modern Language Department |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 - Page 2

I. Authorization and Ratification of Employment - continued

F. Extra Assignment – El Marino, Curriculum meeting with FLAP Coordinator
Effective September 30, 2010 at \$35.00 per hour, not to exceed two hours
Funding Source: FLAP-JPL
Total Cost: \$70.00

1. Nakagawa, Kana

G. Extra Assignment – La Ballona, Scheduling Events & School Calendar
Effective August 30, 2010 through June 17, 2011 at \$200 stipend
Funding Source: Title I
Total Cost: \$200.00

1. Flores, Monika

H. Extra Assignment – Linwood E. Howe, Caring School Community
Effective September 22, 2010 at \$35.00 per hour, not to exceed two hours per teacher
Funding Source: ARRA
Total Cost: \$1,610.00

- | | |
|-----------------------|------------------------|
| 1. Abascal, Atoosa | 13. Gualtieri, Natalie |
| 2. Beebe, Stephanie | 14. Holman, Greg |
| 3. Black, Sandy | 15. Jimenez, Armando |
| 4. Burkenheim, Karen | 16. Maldonado, Amy |
| 5. Burns, Tracy | 17. Mont, Allison |
| 6. Chabola, Casey | 18. Rose, Jeffrey |
| 7. Chinelli, Vivian | 19. Schnauss, Lisa |
| 8. Cowen, Kate | 20. Spinelli, Marion |
| 9. De Rojas, Laura | 21. Taylor, Jo Marie |
| 10. Frazier, Darla | 22. Wagner, Joyce |
| 11. Galambos, Deborah | 23. Wilson, Erin |
| 12. Glassman, Lili | |

I. Extra Assignment – Farragut, Assessments of incoming Kindergarten students
Effective August 26, 2010 through September 3, 2010 at \$35.00 per hour, not to exceed 40 hours
Funding Source: General Fund
Total Cost: \$1,400.00

1. Warner, Amy

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 – Page 3

I. Authorization and Ratification of Employment - continued

J. Extra Assignment – Linwood E. Howe, UCLA Math Program
Effective July 1, 2010 through August 24, 2010 at \$35.00 per hour not to exceed 5 hours
Funding Source: Donations for Educational Services
Total Cost: \$175.00

1. Chabola, Kevin

K. Extra Assignment – Middle School, Arts Integration Partnership for 2010/2011
Effective September 24, 2010 through June 30, 2011 at \$35.00 per hours, not to exceed 6 hours per day – 3 days during school year: 9/24/10 and two (2) days TBD
Funding Source: Arts & Music
Total Cost: \$1,260.00

1. Fretham, Kari
2. Morris, Ruth

L. Extra Assignment – Middle School
Effective August 2, 2010 through August 6, 2010 at \$35.00 per hour, not to exceed 8 hours
Funding Source: Special Education
Total Cost: \$280.00

1. Levyn, Karen

M. Extra Assignment – Middle School, Coaches for After School Sports Program
Effective September 1, 2010 through November 12, 2010 at stipend of \$929.00 per teacher
Funding Source: General Fund
Total Cost: \$9,290.00

- | | |
|----------------------|------------------------|
| 1. Sablan, Angelo | Girls' Volleyball |
| 2. Siegal, Marty | Girls' JV/V Volleyball |
| 3. Thornton, Scott | Cross-Country Teams |
| 4. Washington, David | Boys' Flag Football |

Effective November 15, 2010 through February 18, 2011

- | | |
|----------------------|------------------------|
| 1. Guthrie, Donald | Girls' JV/V Basketball |
| 2. Siegal, Marty | Boys' JV/V Basketball |
| 3. Washington, David | Boys' JV/V Basketball |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 – Page 4

I. Authorization and Ratification of Employment – continued

M. Extra Assignment - Middle School, Coaches for After School Sports Program - continued
Effective February 22, 2011 through May 6, 2011

- | | | |
|----|---------------|-----------------|
| 1. | Garcia, Rick | Girls' Softball |
| 2. | Ross, David | Girls' Softball |
| 3. | Teetzal, Todd | Girls' Softball |

N. Extra Assignment – Middle School, ASB Coordinator
Effective August 30, 2010 through June 17, 2011 at \$2,616 stipend
Funding Source: General Fund
Total Cost: \$2,616.00

1. Garcia, Rick

O. Extra Assignment – Middle School, Team Leaders
Effective August 26, 2010 through June 17, 2011 at stipend of \$1000 paid in equal installments
Funding Source: School Improvement
Total Cost: \$7,000.00

- | | | | |
|----|-------------------|----|-----------------|
| 1. | Adamucci, Anthony | 5. | McCorkle, Kyle |
| 2. | Clough, David | 6. | Peters, Crystal |
| 3. | Daggett, Carlene | 7. | Wilcox, Kelley |
| 4. | Delaney, Sarah | | |

P. Extra Assignment – Middle School, Co-Team Leaders
Effective August 26, 2010 through June 17, 2011 at stipend of \$500 paid in equal installments
Funding Source: School Improvement
Total Cost: \$2,000.00

- | | | | |
|----|-----------------|----|------------------|
| 1. | Collett, Andrew | 3. | Vandever, Emily |
| 2. | Kelner, Robert | 4. | Zarrinpar, Annie |

Q. Extra Assignment – Middle School, Department Chairs
Effective August 26, 2010 through June 17, 2011 at indicated stipend paid in equal installments
Funding Source: General Fund
Total Cost: \$11,680.00

- | | | | |
|----|-----------------|------------------------------------|------------|
| 1. | Delaney, Sarah | Language Arts Department Co-Chair | \$840.00 |
| 2. | Foster, Eric | Social Science Department Co-Chair | \$840.00 |
| 3. | Groya, Julie | ELD Department Chair | \$720.00 |
| 4. | McVay, Leslie | Special Education Department Chair | \$1,200.00 |
| 5. | Peters, Crystal | Science Department Chair | \$1,640.00 |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 – Page 5

I. Authorization and Ratification of Employment – continued

Q. Extra Assignment – Middle School, Department Chairs - continued

6.	Ross, David	Social Science Department Co-Chair	\$840.00
7.	Teetzal, Todd	Elective Department Chair	\$1,720.00
8.	Vermillion, Jason	Physical Education Department Chair	\$1,200.00
9.	Wilcox, Kelley	Mathematics Department Chair	\$1,840.00
10.	Zarrinpar, Annie	Language Arts Department Co-Chair	\$840.00

R. Extra Assignment – High School, Summer School Substitute Teacher
Effective July 12, 2010 through July 15, 2010 at \$35.00 per hour, not to exceed 23 hours
Funding Source: General Fund
Total Cost: \$805.00

1. Azad, Mark

S. Extra Assignment – High School, 2010 Season
Effective August 15, 2010 through June 15, 2011
Funding Source: General Fund
Total Cost: \$18,407.00

1.	Chabola, Jerry	Athletic Director	\$ 3,332.00 stipend
2.	Rothenberg, Phil	Girl's Tennis Coach	\$ 2,195.00 stipend
3.	White, Marcos	Athletic Trainer	\$10,000.00 stipend
4.	Wright, Jahmal	Head Football Coach	\$ 2,880.00 stipend

T. Extra Assignment – Child Development, Categorical Program Monitoring and Curriculum
Effective August 30, 2010 through June 17, 2011 at \$35.00 per hour, not to exceed 400 hours
Funding Source: Child Development
Total Cost: \$70,000.00

- | | | | |
|----|------------------|----|------------------|
| 1. | Edkar, Maria | 4. | McClellan, Traci |
| 2. | Goodman, Cheryl | 5. | Pulliam, Darla |
| 3. | Lyall, Christine | | |

U. Extra Assignment – Various Schools, SLP FLAP Steering Committee
Effective September 1, 2010 through June 17, 2011 at \$35.00 per hour, not to exceed 8 hours
Funding Source: FLAP-SLP
Total Cost: \$1,680.00

1.	De Armond, Melanie	High School	4.	Shiratori, Mina	El Marino
2.	Martinez, Zaida	El Marino	5.	Rodriguez, Luis	Middle School
3.	Mejia, Elizabeth	El Marino	6.	Rosales, Susan	La Ballona

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 - Page 6

II. Leaves of Absence

Effective September 29, 2010 through June 17, 2011

Funding Source: General Fund

Total Savings: \$1,288.80

- | | | |
|----|-----------------------------|--------------------------------------|
| 1. | Lewis, Michele | Part-time Personal Leave Without Pay |
| | Speech Language Pathologist | From: 60% Assignment |
| | | To: 40% Assignment |

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 6

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Implication for Classified Personnel Services Report No. 6

Total Funding Fiscal Impact:

General Fund Total: \$10,332

Title I Total: \$350

ELAP Total: \$320

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Secretary II/Bilingual Funding Source: Title I
Fiscal Impact: \$350/assignment

B. Instructional Assistants

1. Instructional Assistant – Funding Source: ELAP
Bilingual Fiscal Impact: \$320/assignment

2. Instructional Assistant – Funding Source: General Fund – Special Ed.
Special Education Fiscal Impact: \$820/assignment

C. Coaches

1. Temporary Coaches Funding Source: Athletic – General Fund
Fiscal Impact: \$6,192/assignment

D. Noon Duty Supervisors

1. Noon Duty Supervisor Funding Source: General Fund
Fiscal Impact: \$3,320/year

BOARD REPORT

9.5 Classified Personnel Services Report No. 6

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Herrera, Susan
Secretary II/Bilingual
District Office – Educational Services
Extra Assignment – Translator
Not to exceed 10 hours
Funding Source: Title I
Effective August 30, 2010 through
June 30, 2011
Range 22

B. Instructional Assistants

1. Castañeda, Margarita
Instructional Assistant – Bilingual
Middle School – Extra Assignment –
Translation – Not to exceed 18 hours
Funding Source: ELAP
Effective September 14, 2010 through
June 17, 2011
Range 16
2. Gomez Garcia, Cynthia
Instructional Assistant – Special Education
El Rincon – Extra Assignment –
Not to exceed 1.1 hours per day
Funding Source: General Fund – Special Ed.
Effective August 30, 2010 through
October 29, 2010
Range 14

C. Coaches

1. Allison, Donna
Temporary Girl's Volleyball Coach
Middle School
Funding Source: Athletic – General Fund
Effective September 1, 2010 through
November 12, 2010
Stipend of \$929.00
2. Richards, Kari
Temporary Spirit Squad Coach
Middle School
Funding Source: Athletic – General Fund
Effective August 30, 2010 through
June 11, 2011
Stipend of \$2,476.00

BOARD REPORT

9.5 Classified Personnel Services Report No. 6 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

C. Coaches – continued

3. Herrera, Lino
Temporary Boy's Soccer Coach
Middle School
Funding Source: Athletic – General Fund
Effective November 12, 2010 through
February 18, 2011
Stipend of \$929.00
4. Herrera, Lino
Temporary Girl's Soccer Coach
Middle School
Funding Source: Athletic – General Fund
Effective November 12, 2010 through
February 18, 2011
Stipend of \$929.00
5. Ramirez, Bud
Temporary Girl's Softball Coach
Middle School
Funding Source: Athletic – General Fund
Effective February 22, 2011 through
May 6, 2011
Stipend of \$929.00

D. Noon Duty Supervisors

1. Villalta, Mirella
Substitute Noon Duty Supervisor
La Ballona
Funding Source: General Fund
Effective August 30, 2010 through
June 17, 2011
Hourly, as needed

II. Authorization, Approval & Ratification of Revision to Item Previously Approved on Board Report #5; 09/14/10

1. Affue, Art
Temporary Girl's Assistant Tennis Coach
High School
Funding Source: Athletic – General Fund
Effective August 23, 2010 through
November 14, 2010
From: Stipend of \$1,000.00
To: Stipend of \$1,500.00

BOARD REPORT

9.5 Classified Personnel Services Report No. 6 – Page 3

III. Authorization, Approval & Ratification of Revision to Item Previously Approved on Board Report #5; 09/14/10 – Resignation

1. Pai, Ferris

Occupational Therapist
District Office – Pupil Personnel Services
8 hours per day, 11 months per year
Personal
Funding Source: General Fund
From: Effective September 17, 2010
To: Effective September 15, 2010
Range 48

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 6

Moved by:

Seconded by:

Vote:

BOARD REPORT

9/28/10
9.6

9.6 Approval is Recommended for Tracy Pumilia, El Marino Principal, and Mina Shiratori, El Marino Teacher, to Travel to Washington, DC for the FLAP Roundtable Meeting, October 12-14, 2010

Board Policy 4133 states that all out-of-state travel must have Board approval. Tracy Pumilia, El Marino Principal, and Mina Shiratori, El Marino Teacher, request approval to attend the FLAP Roundtable Meeting, October 12-14, 2010. All expenses will be paid through the FLAP grant.

RECOMMENDED MOTION: That the Board approve Tracy Pumilia, El Marino Principal, and Mina Shiratori, El Marino Teacher, to travel to Washington, DC for the FLAP Roundtable Meeting, October 12-14, 2010.

Moved by:

Seconded by:

Vote:

BOARD REPORT

09/28/10

9.7

9.7 Compensation Report of the Members of the Board of Education

The attached report lists the cost to the District of all expenditures paid out on behalf of each Board Member from April 1, 2010 through June 30, 2010.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Compensation Report for the period of April 1, 2010 through June 30, 2010 as presented.

Moved by:

Seconded by:

Vote:

2009-10
Quarterly Compensation and Expenditure Report
of the
Members of the Board of Education

April 1, 2010 to June 30, 2010

Board Member	Stipend	Statutory Benefits	Health & Welfare	Other Expenditures	Total
Gourley, Steven	\$ 720.00	\$ 79.13	\$ 485.46	\$ -	\$ 1,284.59
Paspalis, Katherine	\$ 720.00	\$ 30.93	\$ 3,368.97	\$ -	\$ 4,119.90
Siever, Patricia	\$ 720.00	\$ 79.13	\$ 32.40	\$ -	\$ 831.53
Silbiger, Karlo	\$ 720.00	\$ 79.13	\$ -	\$ -	\$ 799.13
Zeidman, Curtis Scott	\$ 720.00	\$ 30.93	\$ 3,379.77	\$ -	\$ 4,130.70
TOTAL	\$ 3,600.00	\$ 299.25	\$ 7,266.60	\$ -	\$ 11,165.85

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

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

BOARD REPORT

9/28/10

10.1

10.1 Presentation by Tracy Pumilia and Mina Shiratori – FLAP Grant

Tracy Pumilia, El Marino Principal, and Mina Shiratori, El Marino Teacher, will present an update on programs funded through the Foreign Language Assistance Program (FLAP) Grant.

BOARD REPORT

9/28/10

10.2

10.2 Presentation by Senator Curren Price to La Ballona Elementary School

Senator Curren Price will present La Ballona Elementary School with a resolution for being designated one of California's Distinguished Schools.

BOARD REPORT

9/28/10

12.1

12.1 Culver City Unified Bell Schedules

Gwenis Laura, Assistant Superintendent for Educational Services, will summarize the site principals' and classified managers' input on changing the bell schedule to include a uniform start time and dismissal time for the elementary schools and a later start time for the middle school and high schools.

BOARD REPORT**12.2 ID Badges and Lanyards**

In July the Board of Education asked that the secondary schools, Culver City Middle School and Culver City High School, institute a policy where students would wear ID badges on lanyards to ensure a safe school environment and to ensure that staff members could readily identify Culver City Unified School District students. The Superintendent will provide a report regarding the implementation of this policy.

BOARD REPORT

9/28/10

12.3

12.3 **First Reading of Revised Board Policy/Administrative Regulation 6164.6 – Identification and Education Under Section 504**

It is recommended practice that the Board of Education regularly review Board Policies/Administrative Regulations that are significant to the operation of the district. A revised Board Policy/Administrative Regulation on Identification and Education Under Section 504 is being presented for a first reading.

IDENTIFICATION AND EDUCATION UNDER SECTION 504

The Governing Board recognizes the need to identify and evaluate children with disabilities in order to provide them with a free, appropriate public education. Under Section 504 of the federal Rehabilitation Act of 1973, individuals with a physical or mental impairment that substantially limits one or more major life activities, including learning, are eligible to receive services and aids designed to meet their needs as adequately as the needs of nondisabled students are met.

The Superintendent or designee shall establish screening and evaluation procedures to be used whenever there is reason to believe that a student has a disability that limits his/her ability to attend or function at school.

To evaluate the student's eligibility under Section 504, the Superintendent or designee shall convene a school site committee of professionals knowledgeable about the student's individual needs and school history, the meaning of evaluation data, and accommodation options. The student's parent/guardian shall be invited to participate on this committee.

If the student is found to have a disability that requires services under Section 504, the school site committee shall develop a written accommodation plan for the student. Upon reviewing the nature of the disability and how it affects the student's education, the committee shall determine what modifications and/or special services and aids are needed. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs.

The school site committee shall provide the parent/guardian with a written copy of the accommodation plan and notice of procedural safeguards guaranteed by law.

(cf. 0410- Nondiscrimination in District Programs and Activities)

(cf. 0430 -Comprehensive Local Plan for Special Education)

(cf. 5141.24 -Specialized Health Care Service)

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

Legal Reference:

EDUCATION CODE

49423.5 Specialized physical health care services

CODE OF REGULATIONS. TITLE 5

3051.12 Health and Nursing Services

UNITED STATES CODE. TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-~~1482 et seq.~~ Individuals with Disabilities Education Act

UNITED STATES CODE. TITLE 29

701-~~795a et seq.~~ Rehabilitation Act of 1973

~~794 Rehabilitation Act of 1973, Section 504~~

Instruction

BP 6164.6(b)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (Continued)

CODE OF FEDERAL REGULATIONS. TITLE 34

104.1-104.61 Nondiscrimination on the basis of handicap, especially

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.33 Free appropriate public education

104.35 Evaluation and placement

104.36 Procedural safeguards

Policy
DISTRICT

CULVER CITY UNIFIED SCHOOL

Adopted: July 7, 1998

Culver City, California

Policy

Reviewed: **September 28, 2010**

IDENTIFICATION AND EDUCATION UNDER SECTION 504

Eligibility

A disabled student eligible for services under Section 504 is one who (a) has a physical or mental impairment that substantially limits one or more major life activities, including learning, (b) has a record of such an impairment, or (c) is regarded as having such an impairment.

~~(Code of Federal Regulations, Title 34, Part 104.3)~~

(34 CFR 104.3)

Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. Examples of students with such impairments include, but are not limited to:

1. Students with a normal ability to learn but who have a mobility impairment.
2. Students with a normal ability to learn academically but who require occupational or physical therapy in order to function physically.
3. Students with emotional disabilities manifested by behavior problems which result in exclusion from classes or school.

Indications of a possible disability that significantly interferes with learning include, but are not limited to:

1. Medical conditions such as severe asthma or heart disease.
2. Temporary medical condition due to illness or accident.
3. Poor or failing grades over a lengthy period of time.

Referral and Identification Procedures

1. Any student may be referred by a parent/guardian, teacher, other certificated school employee or community agency for consideration of eligibility as a disabled student under Section 504. This referral should be made to the school site principal.
2. The school site committee shall promptly consider the referral and determine whether an evaluation under this procedure is appropriate. This determination shall be based on a review of the student's school records (including academic, social and behavioral records) and the student's needs. Students requiring evaluation shall be referred to appropriate evaluation specialists.
3. If a request for evaluation is denied, the school site committee shall inform the parents/guardians of this decision and of their procedural rights as described below.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (Continued)

Accommodation Plan

1. When a student is identified as disabled within the meaning of Section 504, the school site committee shall determine what services are necessary to ensure that the student's individual education needs are met as adequately as the needs of nondisabled students.
2. In making this determination, the school site committee shall consider all significant factors relating to the learning process for the student, including his/her adaptive behavior and cultural and language background. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the parent/guardian.
3. The parents/guardians shall be invited to participate in the school site committee meeting where services for the student will be determined and shall be given an opportunity to examine all relevant records.
4. The school site committee shall develop a written plan describing the disability and specifying the services needed by the student. A copy of this plan shall be kept in the student's cumulative file. The student's teacher and any other staff who provide services to the student shall be informed of the services necessary for the student, to the extent that they need to be informed in order to provide for the student in the school setting.
5. If the school site committee determines that no services are necessary for the student, the record of the committee's meeting shall reflect the identification of the student as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed.
6. The disabled student shall be placed in the regular educational environment unless the district demonstrates that a more restrictive placement is required in order to meet the student's needs. The disabled student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs.
7. The parents/guardians shall be notified in writing of the final decision concerning services to be provided, if any, and of the Section 504 procedural safeguards, including the right to an impartial hearing to challenge the decision.
8. The district shall complete the identification, evaluation and placement process within a reasonable time frame.
9. The student's plan shall include a schedule for periodic review of the student's needs and indicate that this review may occur sooner at the request of the parent/guardian or school staff.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (Continued)

Review of the Student's Progress

1. The school site committee shall monitor the progress of the disabled student and the effectiveness of the student's plan. The committee shall periodically determine whether the services are appropriate and necessary and whether the disabled student's needs are being met as adequately as the needs of nondisabled students.
2. A reevaluation of the student's needs will be conducted before any subsequent significant change in placement.

Procedural Safeguards

Parents/guardians shall be notified in writing of all district decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities.

Notifications shall include a statement of their rights to:

(Code of Federal Regulations, Title 34, Part 104.36)

(34 CFR 104.36)

1. Examine relevant records.
2. Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel.
3. Have a review procedure.

(cf. 5145.6- Parental Notifications)

Notifications shall also set forth the procedures for requesting a hearing, the name, address and telephone number of the person with whom the request should be made, and the fact that reimbursement for attorney's fees is available only as authorized by law.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may initiate the following procedures:

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (Continued)

1. Within 30 days of receiving the student's accommodation plan, set forth in writing his/her disagreement and request that the school principal and school site committee review the plan in an attempt to resolve the disagreement. This review shall be held within 14 days of receiving the parent/guardian's request, and the parent/guardian shall be invited to attend the meeting at which the review is conducted.
2. If disagreement continues, request in writing that the Superintendent or designee review the plan. This review shall be held within 14 days of receiving the parent/guardian's request, and the parent/guardian shall be invited to meet with the Superintendent or designee to discuss the review.
3. If disagreement continues, request in writing a Section 504 due process hearing. The request shall include:
 - a. The specific nature of the decision with which the parent/guardian disagrees.
 - b. The specific relief the parent/guardian seeks.
 - c. Any other information the parent/guardian believes pertinent.

Within ~~20~~ 30 days of receiving the parent/guardian's request, the Superintendent or designee shall select an impartial hearing officer. This ~~20~~ 30 days may be extended for good cause or by mutual agreement of the parties.

Within ~~45~~ 60 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This ~~45-~~ 60 days may be extended for good cause or by mutual agreement of the parties. The Superintendent or designee shall represent the district at this hearing.

Any party to the hearing shall be afforded the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students who are qualified as disabled under Section 504.
2. Present written and oral evidence.
3. Question and cross-examine witnesses.
4. Receive written findings by the hearing officer.

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Instruction

AR 6164.6(e)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (Continued)

Regulation

CULVER CITY UNIFIED SCHOOL DISTRICT

Reviewed **Adopted:**

July 7, 1998

Culver City, CA

Regulation

Reviewed:

September 28, 2010

BOARD REPORT

**9/28/10
14.2a**

14.2a Approval is Recommended for the Los Angeles County Arts Commission Consultant Services Agreement with the Culver City Unified School District for 2010-2011

The Los Angeles County Arts Commission policy requires that a contract be signed by the Culver City Unified School District and the Arts Commission before any work outlined in the contract can begin.

The contract is being submitted for approval as part of the CCUSD Arts for All program.

RECOMMENDED MOTION: That the Board approve the Los Angeles County Arts Commission Consultant Services Agreement with the Culver City Unified School District for 2010-2011.

Moved by:

Seconded by:

Vote:



arts for all

Los Angeles County Regional Blueprint for Arts Education

September 13, 2010

Dear Ms. Jaffe:

In recognition of your district's commitment to student learning in the arts, we are pleased to award Culver City Unified School District with an Arts for All matching grant of \$9,250 to support artist residencies for the 2010-11 school year.


As an Arts for All school district, you are a partner in the dynamic, county-wide collaboration working to create vibrant classrooms, schools, communities and economies through the restoration of all arts disciplines into the core curriculum for each of our 1.6 million public K-12 students. Arts for All believes that all the arts for all students comes about through the shared delivery of arts instruction by generalist teachers, arts specialists, and professional artists. The National Endowment for the Arts, the Jewish Community Foundation of Los Angeles, The Sheri and Les Miller Family Foundation and the Los Angeles County Arts Commission also share in Arts for All's vision and generously make this grant possible.

Arts for All school districts are eligible for competitive matching grant awards, managed by the Los Angeles County Arts Commission, that place artists directly in the classroom in support of the district's priorities for arts education. Inez Bush, District Arts for All Coordinator, designed a program to support your district's partnership with Symphonic Jazz Orchestra, a high-quality arts organization approved for Arts for All's Program Directory, to provide year-long artist residencies for all first and second graders in the district, as well as kindergartners at La Ballona Elementary School. Students will learn the fundamentals of music including rhythm, note value, note reading and will perform songs and Americana songs. This program will serve 980 students and 48 teachers and is possible because of your district's matching funding commitment to spend \$29,000 for the professional development of teachers in the arts.

Maintaining your commitment to arts education by supporting teacher professional development and artist residencies that deepen your students' learning in and through the arts is commendable during these difficult financial times. We look forward to continued collaborations to support quality arts education for all your students.

Very best regards,

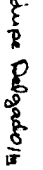
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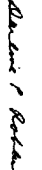

Andrea Argon
Assistant Legislative Deputy
Supervisor Molina
Los Angeles County

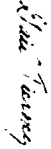

Janice Pober
Sr. VP, Corporate
Social Responsibility
Sony Pictures Entertainment

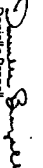

Mark Slavkin
Vice President, Education
Music Center of Los Angeles County

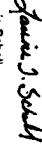
cc: Leslie Adler, Executive Director, Culver City Education Foundation
Inez Bush, District Arts for All Coordinator, CCUSD
Laura J. Charney, PTA Council President
Steven Courney, President, CCUSD School Board
Gwenys Laine, Assistant Superintendent, Educational Services, CCUSD


Lura Delgado
Assistant Superintendent
Educational Services
Los Angeles County Office of Education


Darina Robles
Superintendent
Los Angeles County Schools


Gail Tierney
Senior Deputy
Supervisor Don Krabe
Los Angeles County


Danielle Bazzell
Executive Director
Arts for LA


Laurie Schell
Executive Director
California Alliance for Arts Education


Laura Zucker
Executive Director
Los Angeles County Arts Commission

mhtmlnain:

Contract Code:
AGREEMENT

This Agreement made this _____ day of _____, by the County of Los Angeles, a body corporate and politic and a political subdivision of the State of California ("County"), and:

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
(Fiscal Year 2010/2011)

the governing body of the Culver City Unified School District, a school district duly organized, existing and operating pursuant to the laws of the State of California ("Contractor"), witnesses:

WHEREAS, the Los Angeles County Arts Commission ("County"), 1055 Wilshire Blvd., Suite 800, Los Angeles, CA, 90017, is authorized to contract with any governmental agency, firm or corporation to provide artistic or cultural services to the residents of Los Angeles County; and

WHEREAS, Culver City Unified Board of Education is willing to provide artistic or cultural services to the residents of Los Angeles County.

NOW, THEREFORE, IT IS AGREED:

FIRST: Contractor agrees to comply with all terms and conditions of this Agreement, which shall include this 2-page document, Exhibit A entitled "Standard Terms and Conditions," Exhibit B, entitled "Scope of Work," and Exhibit C entitled "Residency Program Details" and further agrees to use the County grant and matching funds as described in Exhibit C. This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersedes all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

SECOND: The maximum sum payable under the terms of this agreement shall not exceed Nine Thousand, Two Hundred Fifty Dollars and Zero Cents (\$9,250). The Contractor shall submit two (2) billing statements during the contract period as outlined in the Scope of Work (Exhibit B). County shall not pay interest or finance charges on any outstanding balance.

THIRD: Megan Kirkpatrick, Implementation Manager, Arts for All, Los Angeles County Arts Commission shall serve as the primary contact for the County and Inez S. Bush, District Arts Consultant, Culver City Unified School District shall serve as the primary contact for the Contractor.

FOURTH: The term of the contract shall commence upon signing of the contract by the parties and run through June 30, 2011.
FIFTH: The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, the County has executed these presents by causing them to be subscribed by the Executive Director of its Arts Commission, and the Contractor has caused these presents to be executed by its duly authorized representative, the day, month and year herein first above written.

COUNTY OF LOS ANGELES

By: _____ Date: _____
Laura Zucker, Executive Director
Arts Commission

Culver City Unified Board of Education

By: _____ Date: 9/28/2010
Board President/Officer (Signature)
Steven Courley, President
Board President/Officer (Print/Type name)

By: _____ Date: 9/28/2010
Superintendent (Signature)
Patricia Jaffe, Interim Superintendent
Superintendent (Print/Type name)

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By: _____
Barbara Y. Goul
Principal Deputy County Counsel



EXHIBIT A

STANDARD TERMS AND CONDITIONS
 LOS ANGELES COUNTY ARTS COMMISSION
 CONSULTANT SERVICES AGREEMENT

TABLE OF CONTENTS

§ 100. DEFINITIONS.....	1
§ 101. "Agreement".....	1
§ 102. "Auditor-Controller".....	1
§ 103. "Commission".....	1
§ 104. "Consultant".....	1
§ 105. "Contract Amount".....	1
§ 106. "County".....	1
§ 107. "Executive Director".....	1
§ 108. "Services".....	1
§ 109. "State" 1	1
§ 200. ASSURANCES/CERTIFICATIONS.....	1
§ 201. Compliance with Laws.....	2
§ 202. Copy rights/Privacy Rights.....	2
§ 203. Nondiscrimination and Assurance of Compliance with Civil Rights.....	2
§ 204. Wage and Hour Laws.....	3
§ 205. Safety and Working Conditions.....	3
§ 206. Employment Eligibility Verification.....	3
§ 207. Drug Free Workplace Compliance.....	4
§ 208. Conflict of Interest/Contracts Prohibited.....	4
§ 209. Lobbying.....	4
§ 210. County Layoffs.....	4
§ 211. GAIN/GROW Program Participants.....	4
§ 212. Covenant Against Contingent Fees.....	5
§ 213. Warranty of Adherence to County's Child Support Compliance Program.....	5
§ 214. Debarment and Suspension.....	5
§ 215. Notification of Federal Earned Income Credit.....	6
§ 216. Prohibited Activity.....	7
§ 217. Protection Against Fraud and Abuse.....	7
§ 218. Authorization Warranty.....	7
§ 219. Employee Jury Duty Service Program.....	7
§ 220. Notice to Employees Regarding Safety Surrendered Baby Law.....	8
§ 300. INDEPENDENT STATUS.....	8
§ 301. Independent Contractor.....	8
§ 302. No Authority to Bind County.....	8
§ 303. Requisite Skills.....	8
§ 304. Identification.....	9
§ 400. INDEMNIFICATION AND INSURANCE.....	9
§ 401. Indemnification.....	9
§ 402. Insurance.....	9
§ 403. Notification of Incidents, Claims or Suits.....	10
§ 404. Compensation for County Costs.....	10
§ 405. Insurance Coverage Requirements for Subcontractors.....	10
§ 406. Self-Insurance and Self-Insured Retentions.....	11
§ 407. Failure to Procure or Maintain Insurance.....	11

§ 500. OPERATIONAL RESPONSIBILITIES.....	11
§ 501. County Rules.....	11
§ 502. Permits/Licenses.....	11
§ 503. Public Statements.....	12
§ 504. Staff Identification.....	12

§ 600. AUDITS/RECORDS/REPORTS.....	12
§ 601. Audits.....	12
§ 602. Inspection of Records.....	13
§ 603. Records/Data.....	13
§ 604. Progress Reports.....	13

§ 700. TERMINATION/CANCELLATION OF SERVICES.....	13
§ 701. Termination of Agreement for Default.....	13
§ 702. Termination for Convenience.....	14
§ 703. Termination for Improper Consideration.....	14
§ 704. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	14
§ 705. Force Majeure.....	14
§ 706. Program Termination.....	15
§ 707. Termination for Non-Appropriation of Funds.....	15
§ 708. Consultant Action Upon Termination.....	15

§ 800. GENERAL PROVISIONS.....	16
§ 801. Contract Modifications/Amendments.....	16
§ 802. Assignments.....	16
§ 803. Notices.....	16
§ 804. Waivers.....	17
§ 805. Validity.....	16
§ 806. Entire Agreement.....	17
§ 807. Captions.....	17
§ 808. Proprietary Rights.....	17
§ 809. Subcontracting.....	18
§ 810. Public Records Act.....	18
§ 811. County's Quality Assurance Plan.....	18
§ 812. Recycled Bond Paper.....	19
§ 813. Nonexclusivity.....	19
§ 814. Endorsement.....	19
§ 815. Governing Law.....	20
§ 816. Interpretation.....	20
§ 817. Warranty of Compliance with County's Defaulted Property Tax Reduction.....	20
§ 818. Termination of Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	20

STANDARD TERMS AND CONDITIONS
LOS ANGELES COUNTY ARTS COMMISSION
CONSULTANT SERVICES CONTRACTS

§ 100. **DEFINITIONS.** For purposes of the Agreement, including all Exhibits/Attachments thereto, the following definitions shall govern its interpretation:

§ 101. "Agreement" shall mean the agreement by and between the Consultant and the County of Los Angeles, by and through its Los Angeles County Arts Commission, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.

§ 102. "Auditor-Controller" shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. "Commission" shall mean the Arts Commission of the County of Los Angeles.

§ 104. "Consultant" shall mean the agency or individual contracting with the County under the terms and conditions of this Agreement, including Consultant's employees, agents, assigns, contractors, subcontractors, and anyone else involved in any manner in the exercise of the rights therein given to the Consultant.

§ 105. "Contract Amount" shall mean the fees or payment agreed to be paid by the County for consultant services as set forth in the Agreement.

§ 106. "County" shall mean the County of Los Angeles.

§ 107. "Executive Director" shall mean the Executive Director of the Arts Commission and/or her designee.

§ 108. "Services" shall mean the services identified in the primary document of this Agreement, or as more specifically set forth in an appropriate exhibit or attachment thereto.

§ 109. "State" shall mean the State of California.

§ 200. **ASSURANCES/CERTIFICATIONS.** The Consultant provides the following assurances and certifications, and agrees to the following terms:

§ 201. **Compliance with Laws.** The Consultant certifies and agrees that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The County reserves the right to review the Consultant's policies and procedures to ensure compliance with such laws, rules, regulations, ordinances, and directives, as applicable. The Consultant shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Consultant, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 202. **Copyrights/Privacy Rights.** The Consultant shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment hereto, violate the rules and

regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters. Further, the Consultant will not defame or harm the reputation of any person, firm or corporation as a result of entering into this Agreement. The Consultant shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Consultant's failure to comply with the foregoing.

§ 203. Nondiscrimination and Assurance of Compliance with Civil Rights. (a) The Consultant assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, if any, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Consultant hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(d) To the extent applicable, Consultant shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Consultant shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Executive Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Consultant has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Agreement.

(g) The parties agree that in the event Consultant violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

§ 204. Wage and Hour Laws. To the extent applicable, the Consultant assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Consultant shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Consultant's employees for which the County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) To the extent applicable, the Consultant shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Consultant assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this § 205 and to the extent applicable, Consultant agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective injury and illness prevention program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Consultant certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) To the extent applicable, the Consultant warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Agreement are eligible for employment in the United States. The Consultant shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Consultant's failure to comply with the foregoing.

(b) The Consultant represents that he/she has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Consultant shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§ 207. Drug Free Workplace Compliance. The Consultant hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein, and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

§ 208. Conflict of Interest/Contracts Prohibited. (a) The Consultant represents and warrants that no County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Consultant, or shall have any direct or indirect financial interest in this Agreement.

(b) The Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Consultant in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Consultant earned for a period of one year from the date he/she separated from County employment.

§ 209. Lobbying. The Consultant certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Consultant shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 210. County Layoffs. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Consultant.

(c) Consultant shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. Upon request from Consultant, the County will refer GAIN/GROW participants by job category to the Consultant for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(c) Notwithstanding § 210 and § 211 of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

§ 212. Covenant Against Contingent Fees. (a) Consultant certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.

(b) For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the County.

§ 213. Warranty of Adherence to County's Child Support Compliance Program. (a) Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) To the extent required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement and comply with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b). Unless otherwise exempt by County Code section 2.200.040, failure to comply with such reporting requirements, or failure to implement and comply with lawfully served wage and earnings assignment orders or notices of assignment, shall constitute a default under this Agreement, and failure to cure the default within ninety (90) days of notice by the County shall subject the Agreement to termination.

(c) Unless otherwise exempt under Los Angeles County Code section 2.200.040, failure to comply with the provisions of this § 213 may be cause for debarment.

§ 214. Debarment and Suspension. (a) The Consultant certifies that it has not been subject to debarment and/or suspension under any federal (29 CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Consultant.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Consultant is hereby notified that, in accordance with County Code Chapter 2.202, as may be amended from time to time, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This § 214 shall also apply to subcontractors of County contractors, if any.

§ 215. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Consultant certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§ 216. Prohibited Activity. To the extent applicable, the Consultant represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Consultant agrees to comply with the provision of the federal Hatch Act and with Section 675c of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§ 217. Protection Against Fraud and Abuse. The Consultant (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it perform services in a manner which safeguards against fraud and abuse. The Consultant agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Consultant, its officers, employees and agents of this section.

§ 218. Authorization Warranty. The Consultant represents and warrants that the person executing this Agreement on behalf of the Consultant is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Consultant have been fulfilled to provide such actual authority.

§ 219. Employee Jury Duty Service Program. (a) **Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 219, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means 40 hours of more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary, service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 219. The provisions of this § 219 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for any exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for any exception to the Program.

(4) Consultant's violation of this § 219 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 220. Notice to Employees Regarding Safety Surrendered Baby Law. The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safety Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this Exhibit A of this Agreement and is also available on the Internet at www.babysafelaw.org for printing purposes.

§ 300. INDEPENDENT STATUS

§ 301. Independent Contractor. (a) The Consultant shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Consultant.

Consultant understands and agrees that all of Consultant's personnel are employees solely of the Consultant and not of the County for purposes of workers' compensation liability.

(b) To the extent Consultant is and intends to remain an individual consultant during the term of this Agreement, and as such has no employees and no corporate or other organizational structure, the County and Consultant agree that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Consultant. In the event Consultant, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Consultant shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Consultant.

§ 302. No Authority to Bind County. As an independent contractor and except as otherwise expressly provided in the Agreement, Consultant has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 303. Requisite Skills. The Consultant represents and warrants to the County, and County relies on such representation and warranty, that the Consultant (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Consultant understand and agree that the Consultant is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

§ 304. Identification. As an independent contractor, Consultant must, at his or her own expense, supply any and all identification material (e.g., business cards, etc.) used in the performance of this Agreement. Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. **IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY AND OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW.** To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Consultant is an independent contractor or consultant.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. (a) The Consultant shall indemnify, defend and save harmless the County, its officers, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to County's property, arising from or connected with Consultant's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the Consultant or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and trademark or copyright violation, or by any act or omission to act on the part of the Consultant, its employees or agents, which results in a dangerous or defective condition on any County premises, or otherwise arising from or connected with the Services provided hereunder by or on behalf of the Consultant by any person pursuant to this Agreement.

(b) The Consultant shall also defend and indemnify the County from any liability arising from the performance of this Agreement as a result of an audit of funds received under this Agreement due to the negligent acts or omissions of the Consultant in the performance of this Agreement.

§ 402. Insurance. Without limiting the Consultant's indemnification of the County, and except as otherwise provided in the Agreement, the Consultant shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance (at such limits set forth in the primary document) covering its operations hereunder. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance maintained by the County. Proof of insurance shall be delivered to the Executive Director (specifying the Executive Director as the contract administrator and the Commission as the contract department) on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on County's program for contributions. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County. Programs of insurance shall include:

(a) **Comprehensive General Liability:** A program, including but not limited to comprehensive general liability, endorsed for contractual liability and independent contractor coverage, and comprehensive general liability. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

(b) **Comprehensive Automobile Liability:** A program, including but not limited to comprehensive auto liability. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

(c) **Workers' Compensation:** To the extent applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* and which specifically covers all persons providing services by or on behalf of the Consultant and all risks to such persons under this Agreement.

§ 403. Notification of Incidents, Claims or Suits. (a) Consultant shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.

(c) Any injury to Consultant or a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

§ 404. Compensation for County Costs. In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Consultant), Consultant shall pay full compensation for all costs incurred by County.

§ 405. Insurance Coverage Requirements for Subcontractors. Consultant shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a) Providing evidence of insurance covering the activities of sub-contractors, or
- (b) Providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to request, and Consultant agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 406. Self Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Consultant's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County may, in its sole discretion, consider a self-insured program as an alternative to commercial insurance from the Consultant upon review and approval of the following:

- (a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Consultant must notify the County immediately of discontinuation or substantial change in the program.
- (b) Agreement to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.
- (c) Agreement to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Consultant's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.
- (d) Name, address and telephone number of Consultant's legal counsel and claims representative, respectively, for the self-insurance program.
- (e) Financial statement that gives evidence of Consultant's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 407. Failure to Procure or Maintain Insurance. Failure on the part of the Consultant to procure or maintain insurance or otherwise satisfy the requirements of this § 400, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Consultant to the County upon demand or the County may set off the cost of the premiums against any monies due to the Consultant from the County.

§ 500. OPERATIONAL RESPONSIBILITIES

§ 501. County Rules. Consultant shall, in all details of the Services to be performed by Consultant, comply with and abide by all applicable rules, regulations and directions of the County, and shall be governed by the policy and guideline requirements of the Commission, relevant County commissions and, to the extent applicable, State and/or Federal agencies responsible for funding the services herein.

§ 502. Permits/Licenses. Consultant shall comply with all applicable County and local ordinances and all State and Federal laws, and in the course thereof, obtain and keep in effect, at a cost solely borne by the Consultant, all permits and licenses required to conduct the Services.

§ 503. Public Statements. Consultant shall indicate in any press statement(s) or release(s) to the public that is related to the services provided herein, that such services are funded by the County. All such releases, statements or press or public activities shall be approved and coordinated with the Executive Director.

§ 504. Staff Identification. (a) Consultant shall provide for him/herself and all Consultant staff providing services under this Agreement with a photo identification badge in accordance with County specifications (said badge to be clearly distinguishable from County employee identification badges). Specifications may change at the discretion of the County and Consultant will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Consultant implementing the use of the badge. Consultant and his/her staff, while on duty or when entering any County facility or County grounds, shall prominently display the photo identification badge on the upper part of the body.

- (b) Consultant shall notify the County within one business day when staff are terminated or otherwise removed from working under this Agreement. Consultant is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal. Upon termination or expiration of this Agreement, Consultant shall immediately destroy any remaining badge(s) used to comply with this § 504, and certify same to the County.

(c) If County requests the removal of Consultant's staff, Consultant is responsible to retrieve and immediately destroy the staff person's photo identification badge at the time of removal.

§ 600. AUDITS/RECORDS/REPORTS.

§ 601. Audits. (a) The County Auditor/Controller shall at all times have access for audit purposes to the books, records, and accounts maintained by the Consultant in connection with all money expended under the terms of this Agreement.

(b) The Consultant shall take all actions necessary to enable the County Auditor/Controller or other authorized County representative(s) to clearly determine whether the Consultant is properly performing its contractual obligations, especially in relation to payments received.

(c) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Consultant regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Consultant, then Consultant agrees that the difference, at the County's discretion and in its sole direction, shall be either:

- (1) Repaid forthwith by Consultant to County by cash payment; or
- (2) Credited against future payments hereunder to Consultant. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Consultant, then the difference shall be paid to Consultant by County provided that in no event shall the County's maximum obligation for this Agreement exceed the maximum contract sum.

(d) Failure by the Consultant to comply with the requirements of this § 601 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement.

§ 602. Inspection of Records. (a) During normal business hours, Consultant shall allow the County to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Executive Director, the County and/or authorized State or federal governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

(b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be kept and maintained by the Consultant in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless County's written permission is obtained to dispose of material prior to this time. In the event Consultant's books, records or documents are located outside the County of Los Angeles, the Consultant agrees to pay the County for traveling and per diem costs connected with an inspection or audit.

§ 603. Records/Data. (a) All data and information collected by Consultant in performance of its obligations under the terms of this Agreement shall remain or become the property of the County and shall not be appropriated by the Consultant for private, proprietary use. All reports and other data collected during the term of this Agreement shall be relinquished to the County upon termination of this Agreement.

(b) The Consultant shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder, as are deemed necessary or required by the County or State of federal regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized County representative.

(d) County obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Consultant under the terms of this Agreement.

(d) This provision shall survive termination or expiration of the Agreement.

§ 604. Progress Reports. The Consultant shall, at the direction of the Executive Director, submit periodic progress reports outlining progress in completing services set forth in this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES

§ 701. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County providing to Consultant a written Notice of Default if the Consultant fails to perform any covenant or condition of this Agreement, as determined by the Executive Director.

(b) The Consultant shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in her sole discretion, the Executive Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Consultant's event/performance for Consultant's Default, the County, in its sole discretion, may procure a replacement performance(s) and the Consultant shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

§ 702. Termination for Convenience. Except as otherwise provided in this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Consultant without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. In the event of termination, the County shall pay the Consultant for all services completed prior to the effective date of such termination, less payments previously paid by the County for such services.

§ 703. Termination for Improper Consideration. (a) The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Consultant either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

(b) Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 704. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in § 213 shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County shall be grounds upon which the County may terminate this Agreement.

§ 705. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,
- (3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Consultant, or unavoidable casualty.

(b) In the event the Consultant's performance is excused in accordance with this § 705, and the services are not provided, the Consultant agrees to reimburse the County the any amounts previously paid by the County, excluding extraordinary costs and expenses incurred by the Consultant as a direct result of instructions from the County, provided, however, that such costs and expenses have been approved by the Executive Director in his sole discretion.

§ 706. Program Termination. In the event the services provided herein are directly related to a Federal, State or local program and said program is terminated for any reason, the County may terminate this Agreement immediately without further liability for services yet to be rendered.

§ 707. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 702 (Termination for Convenience) as of the end of the then current fiscal year; provided, however, that the notice required in such an event may be less than that required under § 702. The County shall make a good faith effort to notify the Consultant in writing of such non-allocation at the earliest time.

§ 708. Consultant Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the Executive Director or his designee, the Consultant shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Consultant shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.

(c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.

(d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 800. GENERAL PROVISIONS

§ 801. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Executive Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 802. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the County. Absent such approval, any attempt by the Consultant to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement.

§ 803. Notices. (a) The Executive Director shall be the County representative to whom the Consultant shall forward all notices, documents, reports, and records as required herein. Notices to the parties shall be addressed as listed in the Agreement

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 804. Waivers. (a) Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Director.

§ 805. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 806. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersedes all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Consultant warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Consultant's responsibility to retain on file, and to abide by the entire Agreement.

§ 807. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 808. Proprietary Rights. (a) Any materials, data and information not developed under this Agreement, which Consultant considers to be proprietary and confidential, shall be plainly and prominently marked by Consultant as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

(b) County will use reasonable means to ensure that Consultant's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Consultant of any Public Records Act request for items described in § 808 (a). County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Consultant.

(c) Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under § 808 for:

(1) Any material, data and information not plainly and prominently marked with restrictive legends as set forth in § 808 (a);

(2) Any materials, data and information covered under § 808; and

(3) Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

(d) Consultant shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, Consultant shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

(e) Consultant shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

(f) The provisions of § 808(c), (d) and (e) shall survive the expiration or termination of this Agreement.

§ 809. Subcontracting. (a) No performance of this Agreement or any portion thereof may be subcontracted by the Consultant without prior written notice to the Executive Director or her authorized designee. Furthermore, Consultant agrees that, to the extent any part of this Agreement is to be subcontracted, Consultant shall comply with all County, State and/or federal procurement requirements established for the Program.

(b) Any attempt by the Consultant to subcontract any performance of the terms or conditions of this Agreement without first providing written notice to the Executive Director or her authorized designee, shall be null and void and shall constitute a breach of this Agreement.

(c) All notices of subcontracting shall be directed to the Executive Director and shall, at a minimum, include:

- (1) A description of the services to be provided by the subcontract; and
- (2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.

(d) Subcontracts shall be made in the name of the Consultant and shall neither bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Consultant of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Notice to the Executive Director of any subcontract shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Executive Director be construed as affecting any increase in the amount of this Agreement. Consultant shall be responsible for all costs associated with subcontracting.

§ 810. Public Records Act. (a) Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to this Agreement; as well as those documents which were required to be submitted in response to a solicitation issued by the County for the awarding this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the *California Government Code* Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

(b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFP or other solicitation marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

§ 811. County's Quality Assurance Plan. County, through the Commission, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which the Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Executive Director. The report will include improvement/corrective action measures taken by the Commission staff and Consultant. If improvement does not occur consistent with the corrective action measures, the Executive Director may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 812. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waster disposed at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible in providing services.

Exhibit B
Arts for All Residency Grant Program
SCOPE OF WORK

§ 813. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Agreement shall not restrict County from acquiring similar, equal or like services from other entities or sources.

§ 814. Endorsement. The Consultant shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the County. Any published document, opinion or article referencing the County must have prior written consent of the Executive Director.

§ 815. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 816. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 817. Warranty of Compliance with County's Defaulted Property Tax Reduction Program Contractor acknowledges that County has established a goal of ensuring all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with the Los Angeles County Code Chapter 2.206.

§ 818. Termination for Breach of Warranty to Maintain compliance with county's Defaulted Property Tax Reduction Program Failure of Contractor to maintain compliance with the requirements set forth in Section 817 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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Background

The Arts for All Residency Grant Program is a key strategy of Arts for All: Los Angeles County Regional Blueprint for Arts Education. Established by the Los Angeles County Board of Supervisors, Arts for All is the dynamic, county-wide collaboration working to create vibrant classrooms, schools, communities and economies through the restoration of all arts disciplines into the core curriculum for each of our 1.7 million public K-12 students. Through the Arts for All Residency Grant Program, Los Angeles County (County) provides grant funding to support Arts for All School Districts implementing arts education plans to establish a K-12 residency program based on the district's priorities for arts education.

A residency is defined as an artist or arts organization working directly in the classroom with the same group of students for a minimum of five (5) classroom sessions to support student learning in the arts. A residency is participatory with students actively involved in hands-on activities, working towards a culminating event or outcome. Through working directly with high-quality artists and arts organizations whose programs meet the Visual and Performing Arts Standards and who are listed on the Program Directory of LAARSED.org, and based on the priorities as identified in the long-range plans of districts, residencies shall help students:

- learn and use the vocabulary of the arts;
- apply artistic processes and skills to create original works of art;
- analyze the role and development of the arts in past and present cultures;
- analyze, assess, and derive meaning from works of art, including their own; and/or
- apply what they learned across subject areas.

Grant Program Guidelines

Contractor shall comply with all funding guidelines for the 2010-2011 grant period. These include the following.

- Contractor shall use the funds to support artistic fees of artists and arts organizations listed on the Program Directory of LAARSED.org.
- Contractor shall match the grant funds 1:1. At least 75% of the Contractor's match must be a cash match and 25% of the match can be in-kind.
- Contractor shall conduct residencies that carry out a portion of the district's long-range plan as set forth in Exhibit C.
- Contractor shall coordinate and implement structures to assure the development of the residency plan, implementation of the residencies and collection of assessment data as set forth in Exhibit C.
- Contractor shall meet with the participating teachers and artists prior to the residency to ensure consensus on student learning goals in the arts, lesson plans, and the method for assessing student learning in the arts. Contractor shall provide County with seven (7) days written notice of the residency planning meeting time and location. County shall have right to attend the planning meeting. Contractor shall submit a residency plan to the County using the prescribed form prior to the classroom instruction commencing.
- Contractor shall submit a final report addressing progress in student learning in the arts based on each residency. The final report shall include written responses by the Arts Coordinator or district-level arts lead, evaluations from participating teachers, samples of student work and a

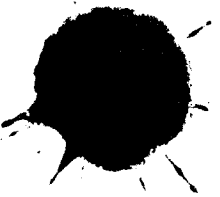
report from the providing artist or arts organization. Required reporting forms shall be provided by the County.

Deliverables and Payment Schedule

<u>Deliverables</u>	<u>Payment Schedule</u>
<ul style="list-style-type: none"> ▪ Upon execution of contract, Contractor shall schedule a residency planning meeting between all participating teachers and artists. ▪ Contractor shall submit written notice of residency planning meeting time and location to County seven (7) days in advance of the meeting. ▪ Contractor shall conduct a residency planning meeting between all participating teachers and artists. ▪ Contractor shall complete and submit to County the residency plan worksheet prior to the classroom instruction commencing. (TASK 1) 	<p>Upon acceptable completion, submit invoice #1 for \$23,125.00 (25% of contract)</p>
<ul style="list-style-type: none"> ▪ Contractor shall conduct the residency program as set forth in Exhibit C ▪ Contractor shall collect assessment data as set forth in Exhibit C. ▪ Contractor shall complete a final report on the County prescribed template. ▪ Contractor shall complete all residencies and submit final report no later than June 30, 2011. (TASK 2) 	<p>Upon acceptable completion, submit invoice #2 for \$6937.50 (75% of contract)</p>

Exhibit C

Residency Program Details



arts for all

Arts for All/Residency Grant Program 2010-11 Application



Form 2 – Residency Details
Due Date: June 2, 2010 via email to mikrpatrick@arts.lacounty.gov

Complete this form for each arts education provider/program that will participate in the Arts for All/Residency Program. If provider is providing various programs, please complete an additional Form 2 per variation. Provide the details for each class that will receive a residency.

School District: CCUSD

Arts Education Provider Name	Symphonic Jazz Orchestra	Program Name	First Grade	Bells and Beyond	Art Form	Music
El Marino	6 teachers, names tbd	14 weeks between 10/10 - 6/11	proposed	9/10	3,136	
El Rincon	4 teachers, names tbd	14 weeks between 10/10 - 6/11	proposed	9/10	2,090	
Farragut	4 teachers, names tbd	28 weeks between 10/10 - 6/11	proposed	9/10	4,181	
La Ballona	4 teachers, names tbd	14 weeks between 10/10 - 6/11	proposed	9/10	2,090	
Lin Howe	4 teachers, names tbd	14 weeks between 10/10 - 6/11	proposed	9/10	2,090	

Summary of residencies provided by this Arts Education Provider/Program

22	440	22	\$13,587
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1. Please list the student learning goals in the arts for these residencies.

- Master playing the bells (clockenspiel)
- Analyze and perform 12-beat rhythmic patterns, including rests
- Learn music fundamentals and theory including note reading (C-G)

2. How will achieving these goals support the implementation of the school district's long-range plan for arts education?

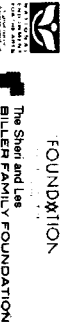
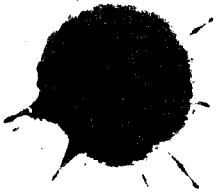
CCUSD is committed to stimulating, sequential K-12 arts education that empowers and inspires students, self-confidence and capacity for creative and critical thinking. The SJO program is designed and implemented to directly support two of the district's long-range plan goals, including 1) instruction, to provide and improve the quality of music instruction and 2) curriculum, to establish K-12 standards-based music curriculum, including student assessment. In addition, one of the 2009/2010 updated goals is to increase partnerships and collaborations with working arts professionals and organizations to provide arts education opportunities including but not limited to visiting artist residencies, workshops and performances. The SJO program has been providing services to CCUSD for the last three years and has become a steady partner to CCUSD, intertwined within the fiber of the schools.

3. Based on the learning goals stated above, please list the district's proposed methods of assessing student learning in the arts. What evidence will the district collect?

Student learning is assessed quarterly by the arts provider, who leads the students in a game that assesses what they've retained in that unit. As students progress towards playing the bells, they need to develop the skills and understanding of music theory in order to successfully perform. In addition, at the end of the program, there is an informal in-class presentation where student learning is demonstrated. Teacher evaluations are distributed, completed and then reviewed by the arts coordinator.

arts for all

Los Angeles County Regional Blueprint for Arts Education



Arts for All/Residency Grant Program 2010-11 Application

Form 2 – Residency Details

Due Date: June 2, 2010 via email to mkirkpatrick@arts.lacounty.gov

Complete this form for each arts education provider/program that will participate in the Arts for All/Residency Program. If provider is providing various programs, please complete an additional Form 2 per variation. Provide the details for each class that will receive a residency.

School District CCUSD

Arts Education Provider Name	Symphonic Jazz	Program Name	Second Grade Artists	Art Form	Musical	
Orchestra						
School Name	6 teachers, names lbd	2	28 weeks 10/10 - 6/11	Proposed	9/10	8630
El Marino	4 teachers, names lbd	2	28 weeks 10/10 - 6/11	Proposed	9/10	5753
El Rincon	4 teachers, names lbd	2	28 weeks 10/10 - 6/11	Proposed	9/10	5753
Farragut	4 teachers, names lbd	2	28 weeks 10/10 - 6/11	Proposed	9/10	5753
La Ballona	4 teachers, names lbd	2	28 weeks 10/10 - 6/11	Proposed	9/10	5753
Lin Howe	4 teachers, names lbd	2	28 weeks 10/10 - 6/11	Proposed	9/10	5753

Summary of residencies provided by this Arts Education Provider/Program

22	440	22	\$25,890
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1. Please list the student learning goals in the arts for these residencies.

- Compose and sing a 12-bar blues song (lyrics and music).
- Identify visually and aurally woodwind, string, brass, and percussion instruments and discuss the basic physics of musical instruments.
- Improvise simple rhythmic and melodic ideas on the keyboard.

2. How will achieving these goals support the implementation of the school district's long-range plan for arts education?

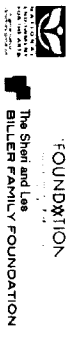
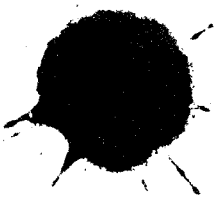
CCUSD is committed to stimulating, sequential K-12 arts education that empowers and inspires students' self-confidence and capacity for creative and critical thinking. The SJO program is designed and implemented to directly support two of the district's long-range plan goals, including 1) instruction, to provide and improve the quality of music instruction and 2) curriculum, to establish K-12 standards-based music curriculum, including student assessment. In addition, one of the 2008/2010 updated goals is to increase partnerships and collaborations with working arts professionals and organizations to provide arts education opportunities including but not limited to visiting artist residencies, workshops and performances. The SJO program has been providing services to CCUSD for the last three years and has become a steady partner to CCUSD, intertwined within the fiber of the schools.

3. Based on the learning goals stated above, please list the district's proposed methods of assessing student learning in the arts. What evidence will the district collect?

At the end of each unit (7 weeks), the arts provider leads the students in a game that assesses what they've retained in that unit. In addition, at the end of each unit the program is evaluated by the teachers with a written evaluation. The district arts coordinator conducts class visitations throughout the course of the year. At the end of the yearlong program, there is a school-wide performance by the entire 2nd grade class accompanied by the members of the Symphonic Jazz Orchestra and teacher evaluations are distributed to and completed by the teachers, then reviewed by the arts coordinator.

arts for all

Los Angeles County Regional Blueprint for Arts Education



Arts for All Residency Grant Program 2010-11 Application

Form 2 – Residency Details
Due Date: June 2, 2010 via email to mktkratrck@arts.lacounty.gov

Complete this form for each arts education provider/program that will participate in the Arts for All Residency Program. If provider is providing various programs, please complete an additional Form 2 per variation. Provide the details for each class that will receive a residency.

School District CCUSD

Arts Education Provider Name	<u>Symphonic Jazz</u>	Program Name	<u>Kindergarten</u>	Art Form	<u>Music</u>
Orchestra					

La Ballona Elementary	bhd	Kindergarten	80	14 weeks between 10/10 - 6/11	proposed	9/10	2,600

Summary of residencies provided by the Arts Education Provider/Program

4	80	4	2,600
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- Please list the student learning goals in the arts for these residencies:
 - Learn the fundamentals of music including rhythm and note value
 - Learn note reading (C-G)
 - Perform basic solfège and Americana songs

2. How will achieving these goals support the implementation of the school district's long-range plan for arts education?
 CCUSD is committed to stimulating, sequential K-12 arts education that empowers and inspires students, self-confidence and capacity for creative and critical thinking. The SJO program is designed and implemented to directly support two of the district's long-range plan goals, including 1) instruction, to provide and improve the quality of music

instruction and 2) curriculum, to establish K-12 standards-based music curriculum, including student assessment. In addition, one of the 2009/2010 updated goals is to increase partnerships and collaborations with working arts professionals and organizations to provide arts education opportunities including but not limited to visiting artist residencies, workshops and performances. The SJO program has been providing services to CCUSD for the last three years and has become a steady partner to CCUSD, intertwined within the fiber of the schools.

3. Based on the learning goals stated above, please list the district's proposed methods of assessing student learning in the arts. What evidence will the district collect?
 The Kinder program is being designed and piloted this year at one elementary school and the details are being worked out. Student learning will be assessed by the arts provider during the residencies. In addition, at the end of the program, teacher evaluations will be distributed, completed and then reviewed by the arts coordinator.

BOARD REPORT

15.1 Goals and Objectives of the Board

At the request of Board member Patricia G. Siever, Board members previously had a discussion about compiling the Board's goals and objectives. This matter is on the agenda to present a draft of Goals and Objectives for 2010-2011.