

## **BOARD MEETING NOTICE AND AGENDA**

### **CULVER CITY UNIFIED SCHOOL DISTRICT Special Meeting of the Board of Education to "Conduct the District's Business in Public" CLOSED SESSION – 4:30 p.m. OPEN SESSION – 4:40 p.m.**

**Culver City Middle School (Multi-Purpose Room)  
4601 Elenda Street, Culver City, CA 90232**

**March 16, 2011**

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 interest of time and order, presentations from the public are limited to three (3) minutes per person. 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**  
Scott Zeidman, Esq., President  
Karlo Silbiger, Vice President  
Katherine Paspalis, Esq., Clerk  
Patricia G. Siever, Member  
Steven Gourley, Member

#### **2. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

#### **3. RECESS TO CLOSED SESSION**

- 3.1 Public Employee Appointment/Employment (Pursuant to GC §54957)  
Title: Superintendent
- 3.2 Conference with Labor Negotiator (Pursuant to GC §54957.6)  
District Designated Representatives: Scott Zeidman, Esq.  
Unrepresented Employee: Superintendent

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 4:40 p.m.**

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

5.2 Flag Salute

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

7. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Vote \_\_\_\_\_

8. **ACTION ITEMS**

8.1 Approval of Contract for Employment of Superintendent for Culver City Unified School District

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

9. **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**

March 22 - 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), City Hall (Chambers), 9770 Culver Boulevard  
April 26– 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), City Hall (Chambers), 9770 Culver Boulevard

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](http://www.ccusd.org). Each school office has a suggestion box. We look forward to receiving your comments and suggestions.

**8.1 Approval of Contract for Employment of Superintendent for Culver City Unified School District**

The employment contract for Patricia Jaffe in the position of Superintendent is submitted for formal approval by the Board of Education.

RECOMMENDED MOTION: That the Board approves the employment contract for Patricia Jaffe as Superintendent for the Culver City Unified School District.

Moved by:

Seconded by:

Vote:

**CONTRACT FOR EMPLOYMENT OF  
SUPERINTENDENT  
BETWEEN  
CULVER CITY UNIFIED SCHOOL DISTRICT  
AND  
PATRICIA JAFFE**

THIS CONTRACT FOR EMPLOYMENT (“AGREEMENT” or “CONTRACT”) is hereby made and entered into effective this \_\_\_\_ day of March, 2011, by and between the Governing Board of the Culver City Unified School District (“Board” or “District”) and Patricia Jaffe (“Superintendent”).

NOW, THEREFORE, it is hereby agreed as follows:

**I. TERM**

- A. The District hereby employs the Superintendent and the Superintendent hereby accepts employment with the District for an initial term commencing March \_\_, 2011, and terminating June 30, 2012, unless sooner terminated as herein provided.

**II. DUTIES**

- A. The Superintendent shall perform all of her powers and duties in accordance with applicable laws, rules and regulations, including but not limited to the provisions of Education Code Section 35035, the policies adopted by the Board, and the position description for the Superintendent. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest reasonable opportunity.
- B. The Superintendent’s duties and functions shall include the following:
1. Serving as the Chief Executive Officer of the District as described by District Policy. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff including instruction, personnel, business and operational affairs which in her judgment best serve the District. The responsibility for selection, placement and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel shall be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent’s personnel recommendations, the Superintendent shall submit an alternative recommendation.

2. Working with the Board, District personnel, parents and the public, to develop short and long range goals with clear criteria for determining effective achievement and evaluating outcomes.
3. Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
4. Providing leadership, guidelines and directions to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
5. Reporting information regularly to the Board regarding student learning and an analysis of student learning and an analysis of student achievement and test scores.
6. Reviewing all policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion or modification.
7. Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Board policy.
8. Providing leadership and direction in planning and financing school facilities to meet growth needs.
9. Advising the Board and making recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.
10. Endeavoring to maintain and improve her professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
11. Establishing and maintaining an effective community relations program including effective relationships with the media.
12. Communicating openly, systematically and in a timely manner to the Board, staff and the community, and promptly informing the Board of critical issues or incidents.
13. Providing educational leadership to ensure quality teaching and learning.
14. Performing other duties and functions as assigned or required by the Board.

### **III. COMPENSATION & BENEFITS**

- A. The Superintendent's annual salary shall be \$201,000.
- B. The parties agree to negotiate regarding an adjustment in compensation for the 2012-2013 fiscal year.
- C. The Superintendent's annual salary shall be paid in twelve (12) equal monthly installments.
- D. Except as herein provided, any adjustment in salary during the term of this contract shall be only in the form of an amendment and only as mutually agreed to by and between the parties, and shall not operate as a termination of this contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.
- E. The Superintendent shall continue to receive longevity pay, in accordance with Board Policy 4351.1(a).
- F. The Superintendent shall be provided group medical, dental and life insurance coverage on the same terms as are generally provided to other certificated management personnel of the District, in accordance with Board Policy 4354.
- G. The Superintendent shall be entitled to receive District post-retirement medical coverage, in accordance with Board Policies 4355.2 and 4355.31.
- H. The Superintendent shall not receive an automobile allowance or a District-paid cell phone.
- I. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this contract or a portion thereof; provided, however, that the Superintendent shall be entitled to twenty-two (22) days of annual vacation with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve (12) month certificated management employees of the District.
- J. Vacation days shall accrue as they are earned. Earned and unused vacation shall be carried over from year to year; provided, however, that in no event shall the Superintendent be entitled to accrue any vacation days in excess of her current accrued total (as of the initial date of execution of this Agreement) plus ten (10) days. Upon separation from the District, the Superintendent shall be compensated for any earned and unused vacation at her then-current per diem rate.
- K. The Superintendent shall be provided with one (1) day per month sick leave of absence, credited in advance for her current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

- L. Except as herein specified, the Superintendent shall be entitled to other leaves of absence granted by the Board to twelve (12) month certificated management employees of the District, in accordance with AR 4361.2(a).
- M. The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in ACSA (Association of California School Administrators), AASA (Association of American School Administrators), one community service organization, and other relevant local, state, or national organizations as approved by the Board.
- N. The Superintendent may attend appropriate professional meetings at the local, county, state and national level, subject to obtaining prior Board approval for attendance at out-of-state meetings, and all actual and necessary expenses of attendance shall be paid by the District.
- O. The Superintendent may engage in outside paid or unpaid professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Superintendent's duties. Outside activities which require the Superintendent to be absent from normal duties shall be subject to prior Board approval.

#### **IV. EVALUATION**

- A. The Board shall at least annually evaluate in writing the performance of the Superintendent and the working relationship between the Superintendent and the Board. This evaluation shall be based upon, but not limited to, the Superintendent's performance of the duties and responsibilities contained in the Superintendent's job description and written goals and objectives for the Superintendent as established by the Board in consultation with the Superintendent. The format of the written evaluation shall be devised by the Board, with input from the Superintendent. The timelines for the evaluation process (including any informal mid-year evaluation meetings) shall be established by the Board, with input from the Superintendent, following execution of this Agreement and thereafter at the beginning of each school year. Board policies and any related regulations concerning the evaluation of management employees shall not apply to the Superintendent.

#### **V. OPTION TO TERMINATE**

- A. The District and Superintendent may, by mutual agreement expressed in writing, terminate this Contract at any time.
- B. The Board unilaterally and without cause may terminate this Agreement and the Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Superintendent's then current salary for the remainder of the Agreement or twelve (12) months, or until the Superintendent's STRS retirement is effective, whichever occurs first, consistent with Government Code Sections 53260 and 53261. Upon termination

of this Agreement pursuant to this section, the Superintendent shall continue to receive the medical and dental benefits to which she was previously entitled for the same period of time she continues to receive District-paid salary, or until the Superintendent's District retirement medical and dental benefits become effective, or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code Section 53261.

- C. This Agreement and the services of the Superintendent may be terminated by the Board at any time for a material and substantial breach of this Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Superintendent. In lieu of any other hearing, the Superintendent shall then be entitled to a conference with the Board within ten (10) work days at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right, at her own expense, to have an attorney/representative of her choice at the conference with the Board.
- D. Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to re-employ the Superintendent upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall provide the Superintendent with ninety (90) days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement.
- E. The Superintendent may elect to terminate this Agreement with 30 days notice during the term of the Agreement. Said notice shall be delivered in writing to each member of the Governing Board.

## **VI. MEDICAL EXAMINATION**

- A. The Superintendent does hereby agree, if so required by the Board, to have a comprehensive medical examination by a doctor of medicine of the Superintendent's choice not less than once every two years and not more often than once each year. Following such examination, a statement signed by the physician certifying to the physical competency of the Superintendent shall be filed with the Board President. Such statement shall be treated as confidential information by the Board. The cost of said medical examination and statement shall be borne by the District to the extent not covered by District medical insurance. Nothing herein shall be deemed to waive the physician/patient privilege, which the Superintendent shall have with any physician with whom the Superintendent consults for the purposes of this paragraph and Agreement.



**VII. GOVERNING LAW**

A. This contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the Governing Board of the Culver City Unified School District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though fully set forth herein.

**VIII. SAVINGS CLAUSE**

A. If any provisions of this contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**IX. COMPLETE AGREEMENT**

A. This Agreement is the full and complete agreement between the parties hereto. Any amendment, modifications or variations from the terms of this contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties have entered into this Contract on the date hereinafter set forth.

BOARD OF EDUCATION OF  
CULVER CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**ACCEPTANCE**

I hereby accept this Contract of Employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of Culver City Unified School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_

PATRICIA JAFFE