

**BOARD MEETING NOTICE AND AGENDA**

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

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

**January 12, 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, Member

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

**3. RECESS TO CLOSED SESSION**

- 3.1 Student Discipline (Pursuant to EC §35146; §48918 (c))  
a) Expulsion of Pupil Services Case #09-09  
b) Stipulated Expulsion of Pupil Services Case #15-09  
c) Stipulated Expulsion of Pupil Services Case #16-09

- 3.2 Conference with Labor Negotiator (Pursuant to GC §54957.6)  
Agency Designated Representatives: Patricia Jaffe, Assistant Superintendent, Human Resources, David El Fattal, Assistant Superintendent Business Services

Employee Organizations: Culver City Federation of Teachers (CCFT) and Association of Classified Employees (ACE)

- 3.3 Anticipated Litigation (Pursuant to subdivision (b) of GC §54956.9)  
(1 Potential Case)
- 3.4 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54947)  
(2 Employees)
- 3.5 Public Appointment/Employment (Pursuant to GC §54947)  
Certificated Personnel Services Report No. 11  
Classified Personnel Services Report No. 11

**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, Member

5.2 Flag Salute

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

**7. PUBLIC HEARING**

7.1 Culver City Federation of Teachers Initial Collective Bargaining Proposal to the Culver City Unified School District (CCUSD) for the 2009/2010 School Year

**8. ADOPTION OF AGENDA**

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

**9. CONSENT AGENDA**

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

9.1 Approval is Recommended for the Minutes of Regular Meeting –

December 8, 2009; and Special Meeting – December 15, 2009

- 9.2 Approval is Recommended for Purchase Orders and Warrants
- 9.3 Approval is Recommended for Acceptance of Gifts - Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No.11
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 11
- 9.6 Approval is Recommended for the Culver City High School Robotics Team to Participate in the First Robotics National Championship in Atlanta, Georgia April 14-17, 2010
- 9.7 Approval is Recommended for Culver City High Students to participate in the Sojourn to the Past Field Trip through Southern States, February 11-20, 2010
- 9.8 Approval is Recommended for the Culver City Middle School Cheerleading Team to Participate in the Jamz Cheerleading National Competition in Las Vegas, Nevada February 18-19, 2010

**10. AWARDS, RECOGNITIONS AND PRESENTATIONS**

- 10.1 American Citizenship Awards
- 10.2 Culver City Education Foundation – Building Blocks for Education
- 10.3 Youth and Government/School District Student Activities

**11. PUBLIC RECOGNITION**

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

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Members of the Audience
- 11.4 Student Representatives' Report
- 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 Race to the Top Report
- 12.2 Parcel Tax Information
- 12.3 Enrollment Report
- 12.4 First Reading of Administrative Regulation 4117.11, Pre-retirement Part-Time Employment

**13. RECESS**

**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**

14.1a Approval is Recommended for the Superintendent to Submit the Race to the Top Memorandum of Understanding to the State

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

**14.2 Education Services Items**

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

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

14.2b Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #15-09

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

14.2c Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #16-09

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

14.2d Approval is Recommended for the Program Improvement Plan for Culver Culver City Middle School

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

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

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

14.2f Approval is Recommended for the Williams/Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Uniform Complaints

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

**14.3 Business Items**

14.3a Approval is Recommended for Budget Revisions to the General Fund

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

**14.4 Personnel Items**

14.4a Approval is Recommended for Resolution #17-2009/2010 Regarding General Liability Coverage for Volunteers

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

**15. BOARD BUSINESS**

15.1 New Cell Tower near El Rincon Elementary School

**16. PUBLIC RECOGNITION – Continued**

Public Recognition is the time when members of the public may address the Board on matters not scheduled on the agenda. Those wishing to speak must complete a Speaker’s Card and submit it to the Superintendent’s Executive Assistant. Three (3) minutes will be allotted to members of the audience, for a total of twenty (20) minutes. Board members will be allotted fifteen (15) minutes to comment during this portion of the agenda.

16.1 Members of the Audience

16.2 Members of the Board

**17. ADJOURNMENT**

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

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

**FUTURE MEETINGS**

January 26 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place  
February 9 – 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](http://www.ccusd.org). Each school office has a suggestion box. We look forward to receiving your comments and suggestions.

1/12/10  
7.1

**BOARD REPORT**

**7.1 Culver City Federation of Teachers Initial Collective Bargaining Proposal to the Culver City Unified School District (CCUSD) for the 2009-2010 School Year**

The Initial Collective Bargaining Proposal from the Culver City Federation of Teachers (CCFT) 2009-2010 school year has been presented to the Culver City Unified School District (CCUSD). Pursuant to Government Code §3547, this proposal is presented for the purpose of public discussion and comment.

**RECEIVED**

**DEC 11 2009**

**HUMAN RESOURCES  
C.C.U.S.D.**

12/11/09  
Ms. Patricia Jaffe  
Assistant Superintendent, CCUSD  
Culver City, CA 90232

Dear Patti,

Here is our opening bargaining proposal for the 2009-2010 school year. Talks this year are limited to Wages, Benefits and two other articles. You will see that we have three "other articles" but we are viewing Article 27, Elementary Preparation Time, as a continuation of the work we started on this article during last year's talks.

**\*\*\*\* CCUSD and CCFT shall explore various early retirement incentive programs.**

**Article 32 Wages**

No change except the addition of one new stipend (at 20% of a full-time salary) for elementary teachers teaching "combination classes".

If "combination classes" cannot be avoided, they shall be rotated equitably among the elementary schools wherever possible and rotated fairly among teachers.

**Article 31 Health and Welfare**

No change

**Article 26 Class Size**

State statutory maximums for special education classrooms and caseload maximums for specialists shall be added to our collective bargaining agreement. (Currently, disputes regarding these maximums cannot be resolved in-house, but can only be resolved in Superior Court.)

Special Day Classes shall be capped at 12 students.

**Article 27 Elementary Preparation Time**

Full-time elementary teachers shall be provided with 45 minutes daily (or 225 minutes weekly) of preparation time.

**Article 29 Evaluation**

Veteran teachers who qualify for the 5-year evaluation cycle shall be evaluated every 5<sup>th</sup> year. The administration can deviate from this schedule and evaluate a teacher "ahead of schedule" but only under the following conditions:

1. The administrator must meet with the teacher (with union representation if requested) to explain the reasons for the evaluation.
2. "Ahead-of-schedule" evaluations shall not be made for vindictive, capricious or arbitrary reasons, as punitive or disciplinary action against an employee, or because of the employee's political, organizational or leadership activities.

David Mielke, President

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

<b>Meeting:</b>	<b><u>Regular Meeting</u></b>	<b>Date:</b>	<b><u>December 8, 2009</u></b>
<b>Place:</b>	<b><u>Linwood E. Howe Elementary Cafetorium 4100 Irving Place Culver City 90232</u></b>	<b>Time:</b>	<b><u>5:30 p.m. – Public Meeting 5:31 p.m. – Closed Session 6:00 p.m. – Public Meeting</u></b>

**Board Members Present**

**Jessica Beagles-Roos, Ph.D., President**  
**Sandra Davis, M.A., Vice President**  
**Steven Gourley, Clerk**  
**Scott Zeidman, Esq., Member**  
**Dana Russell, D.D.S., Member**

**Staff Members Present**

**Myrna Rivera Coté, Ed.D., Superintendent**  
**David El Fattal, M.B.A.**  
**Gwenis Laura, Ed.S.**  
**Patricia Jaffe, M.S.**

**Call to Order**

Board President Dr. Beagles-Roos 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 5:31 p.m. and reconvened the public meeting at 6:03 p.m. with all Board members in attendance. Mayor Andrew Weissman led the Pledge of Allegiance.

**Report from Closed Session**

Dr. Beagles-Roos 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**

Dr. Beagles-Roos pulled item 11.2a from the agenda and moved item 11.3a to follow Board Business. It was moved by Mr. Zeidman and seconded by Mrs. Davis to adopt the December 8, 2009 agenda as amended.

**9. Consent Agenda**

Dr. Beagles-Roos called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. Mr. Gourley requested that 9.1 be withdrawn. It was moved by Mr. Gourley and seconded by Mrs. Davis to approve Consent Agenda Items 9.2 – 9.4 as presented. The motion was unanimously approved.

- 9.2 Purchase Orders and Warrants
- 9.3 Certificated Personnel Reports No. 10
- 9.4 Classified Personnel Reports No. 10

**9.1 Approval is Recommended for the Minutes of Regular Meeting – November 24, 2009**

Mr. Gourley withdrew this item to include information in the Minutes that were omitted. He stated that Karlo Silbiger had provided suggestions on how to improve CBAC including specifying the frequency of meetings, including students and MACCS representatives, and allowing members to choose their own chairperson. It was moved by Mr. Gourley and seconded by Mrs. Davis that the Minutes of Regular Meeting – November 24, 2009 be approved as amended. The motion was unanimously approved.

**10. Information Items**

**10.1 Official Election Results**

Dr. Beagles-Roos presented the Official Election Results and asked if there were any comments. There were no comments from audience members.

**11. Action Items**

**11.1 Superintendent's Items – None**



**11.2 Education Services Items****11.2a Approval is Recommended for the Expulsion of Pupil Services Case #07-09**

This item was pulled from the agenda.

**12. Awards, Recognitions and Presentations****12.1 Recognition of Measure EE Campaign Committee**

Dr. Beagles-Roos explained what the purpose of Measure EE was and stated that there was a wide range of work that was done in order to get the Measure passed. Board members took turns briefly mentioning the work of each committee member and presented them with a certificate. Mr. Gourley took a moment to point out that the Measure passed with the help of the successful Board candidates and overwhelming support of the community.

**12.2 Recognition of and Remarks from Retiring Board Members**

Dr. Coté asked the retiring Board members Dr. Beagles-Roos, Mrs. Davis, and Dr. Russell to stand up and join her near the podium to receive their Proclamations. She gave a brief introduction to the Mayor of Culver City Andrew Weissman who presented Proclamations from the City of Culver City to the retirees. Jackie Hawthorne, a representative from the Los Angeles African American Political Action Committee spoke in salute of Saundra Davis and presented her with a commendation. Mason Frazier, a representative from the Blair Hills Homeowner Association, thanked the outgoing Board members and gave a special note of appreciation to Saundra Davis. He presented Mrs. Davis with a plaque of appreciation on behalf of the Blair Hills community. The Culver Marina Pacesetters spoke in recognition and appreciation of Saundra Davis for her service to the youth of Culver City and presented her with a plaque. In closing, Dr. Coté thanked the Board retirees for their years of dedicated service and presented them with a plaque.

Dr. Russell thanked the voters and citizens of Culver City, and stated that serving on the Board had been a wonderful experience. Mrs. Davis read a speech where she expressed her gratefulness and appreciation to the voters of Culver City and supporters in Los Angeles. She also thanked the students and stated she felt that they taught the Board great lessons. Mrs. Davis also read her accomplishments that she was proud of while serving on the Board; and stated that she plans to continue working for the people of Culver City only in a different capacity. Dr. Beagles-Roos read a speech where she noted her involvement with the District over the past thirty years. She stated that she would be continuing to volunteer for the District; and that the District has had significant progress over the past eight years and will continue to do so.

**13. Board Business****13.1 Oath of Office for Incoming Board Members**

Ms. Kathy Paspalis introduced her family members that were present and introduced the Honorable D. Zeke Zeidler who was the swearing her in. Judge Zeidler spoke of his experience as a Board member in another school district and gave his thoughts on the accomplishments of Ms. Paspalis. Patricia Siever was sworn in by Dr. Mark Rocha, President of West Los Angeles College. He spoke of his relationship with Ms. Siever and stated that it was a privilege to do the installation. Ms. Siever introduced her family members that were present and spoke about how she was looking forward to serving in the District. Karlo Silbiger was sworn in by his parents, Gary Silbiger and Barbara Honig. Gary Silbiger introduced the rest of their family that were present and expressed how proud he was.

**13.2 Annual Governing Board Organizational Meeting – Ed. Code 35143**

Dr. Coté opened the nominations for President. Mr. Zeidman nominated Mr. Gourley. The nomination was seconded by Ms. Paspalis. With no further nominations the Board voted unanimously for Mr. Gourley to serve as President. Mr. Gourley thanked the new Board for electing him as President, and thanked his wife Sharon for all of her support. Mr. Gourley called for nominations for Vice President. It was moved by Mr. Silbiger and seconded by Ms. Paspalis to nominate Mr. Zeidman. It was moved by Ms. Paspalis and seconded by Ms. Siever to close the nominations. With no additional nominations, the Board voted unanimously for Mr. Zeidman to serve as Vice President. It was moved by Ms. Paspalis and seconded by Ms. Siever to nominate Mr. Silbiger as Clerk. There being no additional nominations the Board voted unanimously for Mr. Silbiger to serve as Clerk. It was moved by Mr. Silbiger and seconded by Mr. Zeidman to nominate Ms. Siever as the Voting Representative to the Los Angeles County School Trustees Association (LACSTA) and Representative to Elect Members to the County

Committee on School District Organization. There being no additional nominations, it was moved by Mr. Zeidman and seconded by Mr. Silbiger to close the nominations. The Board voted unanimously to elect Ms. Siever as the Voting Representative to LACSTA and Representative to Elect Members to the County Committee on School District Organization. It was moved by Mr. Zeidman and seconded by Mr. Silbiger to nominate Ms. Paspalis as Parliamentarian. There being no additional nominations, the Board voted unanimously to elect Ms. Paspalis as Parliamentarian. Volunteering to serve as the Representative to the Board of Education/City Council Liaison Committee were Mr. Zeidman, Ms. Paspalis, and Ms. Siever as the alternate. The Board voted unanimously to keep the representatives as stated. Volunteering to serve as the Representative to the Youth Health Center Committee was Steve Gourley. The Board voted unanimously to keep the representative as stated. Volunteering to serve as the Representative to the District Community Arts Committee was Karlo Silbiger. The Board decided at this time there would be one representative instead of the usual two. The Board voted unanimously to keep the representative as stated. The Board unanimously decided to discuss at a later date if anyone would serve as a Representative to the Career Advisory Committee. Volunteering to serve as the Liaison to the Culver City Education Foundation was Ms. Siever. The Board voted unanimously to keep the liaison as stated.

### **13.3 CSBA Delegate Assembly Nomination**

Ms. Siever inquired as to what the position would entail. Dr. Coté responded and gave her a brief description of the position with CSBA. Ms. Siever stated that she would be interested in the position after doing more research with CSBA.

Dr. Coté reminded the Board that they still needed to vote on item 11.3a.

## **11. Action Item**

### **11.3 Business Items**

#### **11.3a Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents**

Mr. El Fattal presented the information to the Board. It was moved by Mr. Zeidman and seconded by Ms. Paspalis that the Board approve the Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents as presented. The motion was unanimously approved.

## **14. Public Recognition**

### **14.1 Superintendent's Report**

Dr. Coté welcomed the new Board members on behalf of herself and the Assistant Superintendents.

### **14.2 Assistant Superintendents' Reports**

No reports at this time.

### **14.3 Members of the Audience**

Members of the audience spoke about:

- David Mielke thanked all of the Measure EE volunteers for their hard work. He thanked the outgoing Board members and welcomed the new Board members; and wished them all well on behalf of the teachers.
- Jonathan Abud the President and Founder of the CCHS Student Union provided the Board with information on what the Student Union does.

### **14.4 Members of the Board of Education**

Board members spoke about:

- Mr. Zeidman welcomed the new members.
- Mr. Silbiger thanked everyone for their support. He spoke about what CCUSD has given him and shared the history that he has with the District. Mr. Silbiger commented on what topics would be coming up for

the Board during the rest of the school year. He thanked the Board, the Superintendent and staff for taking time out of their days to meet with him; and his parents for all of their support.

- Ms. Siever gave a brief bio of her upbringing and spoke about her passion with education. She spoke of how she's seen first hand how education can change a person and how the students are the future. She thanked her family for their support. Ms. Siever expressed that the Board should also give Ari Noonan credit for all of his hard work.
- Ms. Paspalis thanked her parents and the rest of her family for coming to the meeting and supporting her.

**Adjournment**

There being no further business, it was moved by Mr. Zeidman, seconded by Mr. Gourley and unanimously approved to adjourn the meeting. Board President Mr. Gourley adjourned the meeting at 7:20 p.m.

Approved: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Superintendent

On: \_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

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

<b>Meeting:</b>	<b><u>Special Meeting</u></b>	<b>Date:</b>	<b><u>December 15, 2009</u></b>
<b>Place:</b>	<b><u>District Administration Office</u></b>	<b>Time:</b>	<b><u>6:00 p.m. – Public Meeting</u></b>
	<b><u>4034 Irving Place</u></b>		<b><u>6:01 p.m. – Closed Session</u></b>
	<b><u>Culver City 90232</u></b>		<b><u>7:00 p.m. – Public Meeting</u></b>

**Board Members Present**

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

**Staff Members Present**

**Myrna Rivera Coté, Ed.D., Superintendent**  
**David El Fattal, M.B.A.**  
**Gwenis Laura, Ed.S.**  
**Patricia Jaffe, M.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 7:00 p.m. with all Board members in attendance. Mr. Neil Rubenstein 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**

It was moved by Mr. Zeidman and seconded by Ms. Siever that the Board adopt the agenda of December 15, 2009 as presented. The motion was unanimously approved.

**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. No items were withdrawn.

9.1 Culver City High School AVPA Students to Perform at the California Educational Theatre Association Competition, January 15-16, 2010 in Sacramento, CA

Ms. Laura congratulated the AVPA on their first place win. Mr. Silbiger inquired as to who would be in attendance on the trip. Ms. Laura responded that there will be a teacher present and the trip is during the Martin Luther King, Jr. Day weekend.

It was moved by Mr. Zeidman and seconded by Ms. Siever to approve Consent Agenda Item 9.1 as presented. The motion was unanimously approved.

**10. Awards, Recognitions and Presentations - None**

**11. Public Recognition**

**11.1 Superintendent's Report**

Dr. Coté provided an update regarding the Race to the Top funding through the federal government, and provided information on what would be needed to submit the grant. She announced that there might be a need for a Special Board Meeting at the end of Winter Break and wished everyone a Happy Holiday.

**11.2 Assistant Superintendents' Reports**

Ms. Laura wished everyone a Happy Holiday and announced that the Spotlight on Student Achievement portion of the agenda would be resuming in a new format.

Mrs. Jaffe wished everyone Happy Holidays.

### **11.3 Members of the Audience**

Members of the audience spoke about:

- Randy Mytar an architectural illustrator who graduated from the high school in 1965 came to the Board Meeting to make a presentation. Mr. Zeidman read a brief bio on Mr. Mytar. Mr. Mytar spoke about his fond memories of the high school and presented Dr. Coté with a watercolor portrait of the senior lawn at the high school.
- Stella Smith commented on balancing the budget and how vital it is to have a librarian at each school.
- Robert Zirgulis wished everyone a Merry Christmas and Happy Holidays. He requested to nominate Alan Elmont, George Laase, Gary Abrams and himself for a Measure EE Oversight Committee.
- Jeff Rose, a teacher at Linwood Howe Elementary, stated that he appreciated not having combination classes during the late 1990s. He stated that there are now four combination classes and gave examples of the long-term issues that may arise. He asked the Board to really look at split classes, or at least having split classes at the other elementary schools as well.
- John Cohn commented on the soccer policy at the District and how troubling it was. He informed the Board that his daughter can no longer play soccer because of her involvement with Youth and Government class. He explained that the coach saw a conflict in her schedule and that affected her eligibility to play. Mr. Gourley requested to have the policy agendized. All Board members were in agreement.
- Dave Sanchez spoke in representation of the athletic department. He commented about conflicting outside activities and sports; and the investment that students need to make to their activities.
- Maggie Marquez, Librarian at Farragut Elementary, spoke about filling the Librarian vacancy at Linwood Howe. She informed the Board of the challenges that not filling this position has posed to the other librarians in the District, and asked that they hire a Library Clerk.
- Maya Cohn, a senior at the high school, commented on how she has played soccer since she was five years old and loves the sport. She informed the Board of the conflict in policy with girl's soccer and the Youth and Government program. Mr. Gourley suggested to her that she make a copy of the signatures she acquired and then submit them.
- George Laase commented that he thought about his daughters when he read about the soccer story online. He stated it is left up to the individual coaches whether or not to accept a student who is in Youth and Government, and that the acceptance of a student should not be up to a coach. He suggested having a limited policy on after-school policies.
- Alan Elmont spoke about the Chevron proposal that was previously discussed at prior meetings. He encouraged the Board to "fast track" the contract, and asked that they take more of a business approach to reviewing it. He would like the Board to resume the contract negotiations.

### **11.4 Members of the Board of Education**

Board members spoke about:

- Mr. Silbiger wished everyone a Happy Holiday. He stated that he would be glad to agendize the issue of girl's soccer and the Youth and Government program, and he hopes when the matter comes back that the Board will have additional information. Mr. Silbiger thanked the District and members of the previous Board for approving the new Board members' attendance at the CSBA Conference. He stated he has met with leaders of the District and that it had been an exceptional experience and very educational, and he reported on his attendance at the Winter Concerts. Mr. Silbiger requested to have a discussion at the January 12, 2010 meeting on the location of the Board meetings. He would like to have the meetings at City Hall. Mr. Gourley and Mr. Zeidman agreed to agendize.
- Mr. Zeidman stated that he received twenty-seven phone calls from seniors inquiring about the parcel tax exemption and asked that the information get out to the community.
- Ms. Siever commented that she would like to broaden Mr. Silbiger's suggestion so that the Board can possibly hold the meetings at each of the campuses. She would also like to have an interpreter at the meetings. Ms. Siever also feels that the District should take part in the Race to the Top funding. She

thanked everyone for attending the meeting and stated she was proud to be a Board member in the District.

- Ms. Paspalis stated that the CSBA Conference was very interesting and a worthwhile experience. She wished everyone a Happy Holiday.
- Mr. Gourley wished everyone Happy Holidays and thanked Mr. Elmont for reminding the Board of what their duties were. He stated that the negotiations with Chevron will be going forward. He would like to see a charrette done on the Natatorium.

**12. Information Items**

**12.1 First Interim Report**

Mr. El Fattal presented the report to Board members. Ms. Siever stated that she would like to see the agreement that the District has with the Redevelopment Agency. Mr. Silbiger stated that he has long-term concerns such as the Adult School borrowing from the General Fund. He inquired as to when the school will be self-sufficient. Mr. El Fattal stated that it was not known at this time. Mr. El Fattal responded to additional questions for clarification.

**13. Recess**

Mr. Zeidman suggested foregoing the recess. All Board members agreed.

**14. Action Items**

**14.1 Superintendent's Items – None**

**14.2 Education Services Items – None**

**14.3 Business Items**

**14.3a Approval is Recommended for the First Interim Budget**

It was moved by Mr. Zeidman and seconded by Ms. Siever that the Board approve the First Interim Budget as presented. The motion was unanimously approved.

**14.3b Approval is Recommended for a Rejection of a Claim**

It was moved by Ms. Siever and seconded by Mr. Zeidman that the Board approve the Rejection of Claim as presented. The motion was unanimously approved.

**14.3c Approval is Recommended for a Decrease in Mileage Reimbursement Amount for School Business Travel**

It was moved by Mr. Zeidman and seconded by Ms. Paspalis that the Board approve the Decrease in Mileage Reimbursement Amount for School Business as presented. The motion was unanimously approved.

Mr. Gourley requested agendaizing the appointment of a member of the Board to the negotiating team. All Board members were in agreement.

**Adjournment**

There being no further business, it was moved by Mr. Zeidman, seconded by Ms. Siever and unanimously approved to adjourn the meeting. Board President Mr. Gourley adjourned the meeting at 8:05 p.m.

Approved: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Superintendent

On: \_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**9.2 PURCHASE ORDERS AND WARRANTS**

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

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

Purchase order grand total from November 28, 2009 through January 1, 2010 is \$2,333,004.65. Warrants issued for the period November 23, 2009 through December 29 2009 total \$5,859,612.75. This includes \$1,762,686.00 in commercial warrants, and \$4,096,926.75 in payroll warrants.

**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 November 28, 2009 through January 1, 2010 in the amount of \$2,333,004.65 and warrants for November 23, 2009 through December 29, 2009 in the amount of \$5,859,612.75 be ratified by the Board of Education.

**Moved by:**

**Seconded by:**

**Vote:**

Board List Purchase Order Report

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CULVER CITY UNIFIED SD

Run Date: 01/02/2010

11/28/2009 To 1/1/2010

Run Time: 01:20:21AM  
WEEKLY

Report ID: LAPO009C

District: 64444

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

Change

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
11/30/09	54013M	A		11/30/2009	STOCK BUILDING SUPPLY	MAINTENANCE SUPP/EQUIP 11/30/2009	54013M	01.0	81500.0	00000	81100	4380	0005040	500.00	500.00
						STOCK BUILDING SUPPLY									
11/30/09	54015M	A		11/30/2009	BOMAN FORKLIFT	CONTRACTED SERVICES 11/30/2009	54015M	01.0	81500.0	00000	81100	5890	0005040	500.00	500.00
						BOMAN FORKLIFT									
12/03/09	54022M	C		12/03/2009	LOS ANGELES COUNTY FIRE DEPT.	MEMBERSHIPS 12/03/2009	54022M	01.0	81500.0	00000	81100	5310	0005040	1,445.05	1,445.05
						LOS ANGELES COUNTY FIRE DEPT.									
12/03/09	54023M	A		12/03/2009	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES 12/03/2009	54023M	01.0	81500.0	00000	81100	5890	0005040	420.00	420.00
						DEPARTMENT OF INDUSTRIAL RELATIONS									
12/03/09	54024M	A		12/03/2009	CULVER MOTOR CLINIC INC.	REPAIRS - OTHER 12/03/2009	54024M	01.0	81500.0	00000	81100	5630	0005040	1,000.00	1,000.00
						CULVER MOTOR CLINIC INC.									
11/30/09	54188	A		11/30/2009	HEARTSPRINGS SCHOOL	NONPUBLIC SCHOOLS SERVICE 11/30/2009	54188	01.0	65000.0	57500	11800	5880	0004040	219,280.00	219,280.00
						HEARTSPRINGS SCHOOL									
11/30/09	54189	A		11/30/2009	INCLUSIVE EDUCATION &	NONPUBLIC SCHOOLS SERVICE 11/30/2009	54189	01.0	65000.0	57500	11800	5880	0004040	110,494.40	110,494.40
						INCLUSIVE EDUCATION & COMMUNITY									
12/02/09	54190	A		12/02/2009	AUTISM SPECTRUM THERAPIES, INC.	NONPUBLIC SCHOOLS SERVICE 12/02/2009	54190	01.0	65000.0	57500	11800	5880	0004040	370,861.40	370,861.40
						AUTISM SPECTRUM THERAPIES, INC.									
12/02/09	54191	A		12/02/2009	CAROUSEL SCHOOL	NONPUBLIC SCHOOLS SERVICE 12/02/2009	54191	01.0	65000.0	57500	11800	5880	0004040	53,063.80	53,063.80
						CAROUSEL SCHOOL									
12/02/09	54192	A		12/02/2009	THE HELP GROUP	NONPUBLIC SCHOOLS SERVICE 12/02/2009	54192	01.0	65000.0	57500	11800	5880	0004040	506,009.00	506,009.00
						THE HELP GROUP									

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



Purchase Orders/Buyouts To The Board for Ratification From : 11/28/2009 To 1/1/2010  
 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
12/02/09	54193	A		12/02/2009	NORTH HILLS PREPARATORY	NONPUBLIC SCHOOLS SERVICE 12/02/2009	Special Education 54193	01.0	65000.0	57500	11800	5880	0004040	66,000.00	66,000.00
12/02/09	54194	A		12/02/2009	THE WESTVIEW SCHOOL	NONPUBLIC SCHOOLS SERVICE 12/02/2009	Special Education 54194	01.0	65000.0	57500	11800	5880	0004040	155,229.80	155,229.80
12/09/09	54195	A		12/09/2009	KAYNE ERAS CENTER	NONPUBLIC SCHOOLS SERVICE 12/09/2009	Special Education 54195	01.0	65000.0	57500	11800	5880	0004040	35,484.60	35,484.60
12/09/09	54196	A		12/09/2009	SMART START	NONPUBLIC SCHOOLS SERVICE 12/09/2009	Special Education 54196	01.0	65000.0	57500	11800	5880	0004040	43,389.80	43,389.80
12/09/09	54197	A		12/09/2009	VISTA DEL MAR SCHOOL	NONPUBLIC SCHOOLS SERVICE 12/09/2009	Special Education 54197	01.0	65000.0	57500	11800	5880	0004040	224,650.80	224,650.80
12/16/09	54198	A		12/16/2009	TOBINWORLD	NONPUBLIC SCHOOLS SERVICE 12/16/2009	Special Education 54198	01.0	65000.0	57500	11800	5880	0004040	45,803.40	45,803.40
12/16/09	54199	A		12/16/2009	JENNIFER KEANY & ASSOCIATES, INC.	NONPUBLIC SCHOOLS SERVICE 12/16/2009	Special Education 54199	01.0	65000.0	57500	11800	5880	0004040	163,419.00	163,419.00
11/30/09	54251	A		11/30/2009	EDUCATIONAL TEXTBOOK	BOOKS 11/30/2009	Adult School 54251	11.0	90139.0	41100	10000	4110	0000010	619.70	619.70
12/01/09	54252M	A		12/01/2009	BLAINE WINDOW HARDWARE, INC.	MAINTENANCE SUPP/EQUIP 12/01/2009	Maintenance 54252M	01.0	81500.0	00000	81100	4380	0005040	27.81	27.81
12/01/09	54253M	C		12/01/2009	STATE OF CALIFORNIA - EPA	CONTRACTED SERVICES 12/01/2009	High School 54253M	01.0	81500.0	00000	81100	5810	0005040	266.47	266.47
				12/01/2009				01.0	00000.0	00000	27000	5850	4010001	256.03	256.03

Board List Purchase Order Report  
 CULVER CITY UNIFIED SD

Purchase Orders/Buyouts To The Board for Ratification From : 11/28/2009 To 1/1/2010  
 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
12/08/09	54254M	A		12/08/2009	UNITED RENTALS	MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	150.00	522.50
				12/08/2009	UNITED RENTALS									150.00	
12/11/09	54255M	A	1	12/28/2009	ONE STOP ROOTER & PLUMBING	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	950.00	950.00
				12/11/2009	ONE STOP ROOTER & PLUMBING									950.00	
12/17/09	54256M	A		12/17/2009	SPARTAN SUPPLY COMPANY	MAINTENANCE SUPP/EQUIP	Maintenance	01.0	81500.0	00000	81100	4380	0005040	2,000.00	2,000.00
				12/17/2009	SPARTAN SUPPLY COMPANY									2,000.00	
12/21/09	54257M	A		12/21/2009	PLUMBMASTER	JANITORIAL SUPP/EQUIP	Custodians	01.0	00000.0	00000	82000	4350	0005042	407.15	407.15
				12/21/2009	PLUMBMASTER									407.15	
12/21/09	54258M	A		12/21/2009	AZTEC FLOOR MACHINES	REPAIRS - OTHER	Custodians	01.0	00000.0	00000	82000	5630	0005042	35.93	35.93
				12/21/2009	AZTEC FLOOR MACHINES									35.93	
11/30/09	54285	A		11/30/2009	CHENG & TSUI COMPANY	INSTRUCTIONAL SUPPLIES	El Marino Language	01.0	58100.0	11100	10000	4310	2030000	306.32	306.32
				11/30/2009	CHENG & TSUI COMPANY									306.32	
11/30/09	54288	A		12/01/2009	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	90284.0	85000	10000	4310	0000002	103.90	103.90
				11/30/2009	DISCOUNT SCHOOL SUPPLY									103.90	
11/30/09	54292	A		12/01/2009	TROXELL COMMUNICATIONS	AUDIOVISUAL SUPP/EQUIP	Farragut Elementary	01.0	90127.0	11100	10000	4410	2050000	2,897.40	2,897.40
				11/30/2009	TROXELL COMMUNICATIONS									2,897.40	
11/30/09	54294	C		11/30/2009	FROGUTS INC.	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	00000.0	16003	10000	4310	3010000	308.00	308.00
				11/30/2009	FROGUTS INC.									308.00	
11/30/09	54296	A		11/30/2009	PEARSON EDUCATION, INC.	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	622.20	622.20

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
11/30/09	54297	A		11/30/2009	MCGRAW HILL CO	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	2,226.28	622.20
				11/30/2009				PEARSON EDUCATION, INC.							
11/30/09	54298	A		11/30/2009	STECK-VAUGHN CO.	BOOKS	Adult School	11.0	90139.0	41100	10000	4110	0000010	1,024.20	1,024.20
				11/30/2009				STECK-VAUGHN CO.							
11/30/09	54299	C		11/30/2009	MOEMS	CONTRACTED SERVICES	Linwood Howe Elementary	01.0	90127.0	11100	10000	5810	2020000	250.00	250.00
				11/30/2009				MOEMS							
11/30/09	54300	A		11/30/2009	ETS - STAR PRE-ID SERVICES	TEST/TEST MATERIALS	District Curriculum	01.0	00209.0	11100	10000	4312	0004010	3,300.00	3,300.00
				11/30/2009				ETS - STAR PRE-ID SERVICES							
11/30/09	54301	C		11/30/2009	TRANG V. NGUYEN, O.D., F.A.A.O.	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57700	31500	5890	0004040	430.00	430.00
				11/30/2009				TRANG V. NGUYEN, O.D., F.A.A.O.							
11/30/09	54305	A		11/30/2009	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP	Technology	01.0	00000.0	00000	77000	6450	0005020	8,246.08	8,246.08
				11/30/2009				DELL COMPUTER CORP.							
12/01/09	54306	A		12/04/2009	SYMPHONIC JAZZ ORCHESTRA	CONSULTANTS		01.0	00000.0	16002	10000	5850	2060000	1,504.02	1,504.02
				12/04/2009				01.0	90127.0	11100	10000	5850	2040000	1,504.02	
				12/04/2009				01.0	00000.0	16003	10000	5850	2030000	2,757.37	
				12/04/2009				01.0	90127.0	11100	10000	5850	0000000	17,797.57	
				12/04/2009				01.0	91400.0	11100	10000	5810	2020000	1,504.02	25,067.00
				12/01/2009				SYMPHONIC JAZZ ORCHESTRA							
12/01/09	54308	C		12/01/2009	CONSUMER REPORTS	SUBSCRIPTIONS	Purchasing	01.0	00000.0	00000	73000	4350	0005030	44.00	44.00
				12/01/2009				CONSUMER REPORTS							
12/02/09	54309	A		12/02/2009	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	74000	4350	0003000	41.96	41.96
				12/02/2009				COMPLIANCE POSTER COMPANY							

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt	
12/02/09	54310	C		12/02/2009	STAFF DEVELOPMENT	CONFERENCE AND TRAVEL	Culver City Middle School	01.0	30100.0	00000	27000	5220	3010000	1,194.00		
12/02/2009								COMPLIANCE POSTER COMPANY								41.96
12/02/2009								STAFF DEVELOPMENT RESOURCES								1,194.00
12/03/09	54311	A		12/03/2009	CDW-G	COMPUTER SUPP/EQUIP	La Ballona Elementary	01.0	90127.0	11100	10000	4410	2060000	2,507.09		
12/03/2009								CDW-G								2,507.09
12/03/09	54312	A		12/03/2009	MAXIM HEALTHCARE SERVICES, INC.	CONSULTANTS	Special Education	01.0	33100.0	57520	31400	5810	0004040	61,950.00		
12/03/2009								MAXIM HEALTHCARE SERVICES, INC.								61,950.00
12/04/09	54313	A		12/04/2009	CDW-G	COMPUTER SUPP/EQUIP	Adult School	01.0	90127.0	11100	10000	4410	0000010	539.10		
12/04/2009								CDW-G								4,148.66
12/04/09	54314	A		12/04/2009	OLYMPUS SYSTEMS, INC.	COMPUTER SUPP/EQUIP	Adult School	01.0	90127.0	11100	10000	4410	0000010	5,625.06		
12/04/2009								OLYMPUS SYSTEMS, INC.								5,625.06
12/04/09	54316	A		12/04/2009	ISTE	INSTRUCTIONAL SUPPLIES	Special Projects	01.0	40460.0	11100	10000	4310	0004030	50.29		
12/04/2009								ISTE								50.29
12/04/09	54317	C		12/04/2009	LACOE	CONTRACTED SERVICES	District Curriculum	01.0	00000.0	00000	21000	5810	0004010	300.00		
12/04/2009								LACOE								300.00
12/04/09	54318	C		12/04/2009	HERITAGE SCHOOLS, INC.	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57700	21000	5890	0004040	305.84		
12/04/2009								HERITAGE SCHOOLS, INC.								305.84
12/04/09	54319	C		12/04/2009	BRAD AND YULIA MCAFFEE	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	1,000.00		
12/04/2009								BRAD AND YULIA MCAFFEE								1,000.00

Board List Purchase Order Report  
 CULVER CITY UNIFIED SD

Purchase Orders/Buyouts To The Board for Ratification From : 11/28/2009 To 1/1/2010  
 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
12/04/09	54320	A		12/04/2009	LINGUI SYSTEMS	INSTRUCTIONAL SUPPLIES	Speech	01.0	56400.0	00000	39000	4310	0004024	105.42	105.42
						12/04/2009	54320								
12/04/09	54321	A		12/04/2009	HAMPTON-BROWN BOOKS	INSTRUCTIONAL SUPPLIES	El Marino Language	01.0	07395.0	11100	10000	4310	2030000	1,002.10	1,002.10
						12/04/2009	54321								
12/04/09	54322	A		12/04/2009	LOGICAL CHOICE TECHNOLOGIES	AUDIOVISUAL SUPP/EQUIP	La Ballona Elementary	01.0	90127.0	11100	10000	4410	2060000	4,717.05	4,717.05
						12/04/2009	54322								
12/04/09	54323	A		12/04/2009	LOGICAL CHOICE TECHNOLOGIES	AUDIOVISUAL SUPP/EQUIP	El Marino Language	01.0	90127.0	11100	10000	4410	2030000	4,717.05	4,717.05
						12/04/2009	54323								
12/04/09	54324	A		12/04/2009	LOGICAL CHOICE TECHNOLOGIES	COMPUTER SUPP/EQUIP	El Marino Language	01.0	90127.0	11100	10000	4410	2030000	2,962.15	2,962.15
						12/04/2009	54324								
12/04/09	54325	A	1	12/15/2009	FRANKLIN COVEY	OFFICE SUPPLIES	Special Education	01.0	33100.0	50010	27000	4350	0004040	115.77	115.77
						12/04/2009	54325								
12/04/09	54326	A		12/04/2009	TROXELL COMMUNICATIONS	AUDIOVISUAL SUPP/EQUIP	Linwood Howe Elementary	01.0	90127.0	11100	10000	4410	2020000	1,976.60	1,976.60
						12/04/2009	54326								
12/07/09	54327	A		12/07/2009	B4 DISASTER MANAGEMENT	INSTRUCTIONAL SUPPLIES	Business Services	01.0	00000.0	00000	81100	4310	0005000	52.10	52.10
						12/07/2009	54327								
12/07/09	54328	A		12/07/2009	XEROX CORPORATION	OFFICE SUPPLIES	Undistributed	01.0	00000.0	00000	00000	9320	0000000	6,200.88	6,200.88
						12/07/2009	54328								
12/09/09	54329	A		12/09/2009	AMAZON.COM	BOOKS	Undistributed	01.0	90127.0	11100	10000	4310	0000000	139.91	139.91
						12/09/2009	54329								

Board List Purchase Order Report  
 CULVER CITY UNIFIED SD

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch.Lo	Distrib Amount	PO Amt
12/09/09	54330	C		12/09/2009	STAFF DEVELOPMENT	CONFERENCE AND TRAVEL	54329	AMAZON.COM	01.0	42010.0	11100	10000	5220	0004030	597.00
12/09/2009						STAFF DEVELOPMENT RESOURCES	54330				10000	4310	2060000		597.00
12/09/09	54331	A		12/09/2009	BORNSTEIN CO., INC	AUDIOVISUAL SUPP/EQUIP	La Ballona Elementary	01.0	62860.0	11100	10000	4310	2060000	9,581.17	9,581.17
12/09/2009						BORNSTEIN CO., INC	54331				10000	4310	2060000		9,581.17
12/09/09	54332	C		12/09/2009	WELLS FARGO	CONFERENCE AND TRAVEL	Superintendent's Office	01.0	00000.0	00000	71000	4350	0001000	481.42	481.42
12/09/2009						WELLS FARGO	54332				71000	5220	0001000		1,370.18
12/09/09	54333	C		12/10/2009	LOS ANGELES COUNTY FIRE DEPT.	MEMBERSHIPS	Undistributed	01.0	00000.0	00000	27000	5310	4010001	748.56	748.56
12/10/2009						LOS ANGELES COUNTY FIRE DEPT.	54333				10000	5310	0000000		236.39
12/09/09	54334	A	1	12/10/2009	XEROX CORPORATION	OFFICE SUPPLIES	High School	01.0	00000.0	11100	10000	4310	4010001	1,079.94	1,079.94
12/09/2009						XEROX CORPORATION	54334				10000	4310	4010001		1,079.94
12/09/09	54335	C		12/09/2009	LACOE - CURRICULUM	CONFERENCE AND TRAVEL	Culver City High School	01.0	91400.0	00000	27000	5220	4010000	270.00	270.00
12/09/2009						LACOE - CURRICULUM INSTRUCTIONAL SVCS.	54335				27000	5220	4010000		270.00
12/09/09	54336	A		12/09/2009	REDWOOD PRESS	OFFICE SUPPLIES	El Rincon	01.0	00000.0	00000	27000	4350	2040001	65.00	65.00
12/09/2009						REDWOOD PRESS	54336				27000	4350	2040001		65.00
12/10/09	54337	C		12/10/2009	EDUCATIONAL RESEARCH SERVICE	MEMBERSHIPS	Superintendent's Office	01.0	00000.0	00000	71000	5310	0001000	2,910.00	2,910.00
12/10/2009						EDUCATIONAL RESEARCH SERVICE	54337				71000	5310	0001000		2,910.00
12/10/09	54338	C		12/10/2009	CULVER CITY CHAMBER OF	MEMBERSHIPS	Superintendent's Office	01.0	00000.0	00000	71000	5310	0001000	295.00	295.00
12/10/2009						CULVER CITY CHAMBER OF	54338				71000	5310	0001000		295.00

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12/10/09	54339	C		12/11/2009	DYNAVOX SYSTEMS LLC	CONTRACTED SERVICES	Special Education	01.0	65000.0	57500	11800	5880	0004040	605.05	295.00
12/10/2009															
12/10/2009															
12/10/2009															
12/10/09	54340	A	1	12/15/2009	ATKINSON, ANDELSON, LOYA,	LEGAL SERVICES	Pupil Services	01.0	00000.0	00000	72000	5820	0004020	5,000.00	5,000.00
12/10/2009															
12/10/09	54341	A		12/10/2009	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	La Ballona Elementary	01.0	30100.0	11100	10000	4310	2060000	248.25	248.25
12/10/2009															
12/10/09	54342	A		12/10/2009	D & D SECURITY ENTERPRISES	OFFICE SUPPLIES	Technology	01.0	00000.0	00000	77000	4350	0005020	195.72	195.72
12/10/2009															
12/10/09	54343	A	1	12/11/2009	SCANTRON CORPORATION	OFFICE SUPPLIES	High School	01.0	00000.0	11100	10000	4310	4010001	2,444.68	2,444.68
12/10/2009															
12/10/09	54344	C		12/11/2009	AMTRAK-GROUP SALES DEPARTMENT	FIELD TRIPS	Linwood Howe Elementary	01.0	91400.0	11100	10000	5816	2020000	632.00	632.00
12/10/2009															
12/10/09	54345	C		12/10/2009	CREATION STATION FRANCHISE, LLC	CONTRACT SERVICES RENDERED	Linwood Howe Elementary	01.0	91400.0	11100	10000	5810	2020000	1,497.60	1,497.60
12/10/2009															
12/11/09	54346	C		12/11/2009	MISSION SAN JUAN CAPISTRANO	FIELD TRIPS	Linwood Howe Elementary	01.0	91400.0	11100	10000	5816	2020000	474.00	474.00
12/10/2009															
12/10/09	54347	C		12/10/2009	MUSIC THEATRE INTERNATIONAL	LICENSE/FEEES	Culver City High School	01.0	90145.0	17000	10000	5610	4010000	2,037.19	2,037.19
12/10/2009															
12/10/09	54348	C		12/10/2009	MUSIC THEATRE INTERNATIONAL	LICENSE/FEEES	Culver City High School	01.0	90145.0	17000	10000	5610	4010000	400.00	400.00

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12/10/09	54349	A			12/10/2009	OFFICE DEPOT	OFFICE SUPPLIES	Adult School	11.0	06390.0	41100	27000	4350	00000010	91.09	400.00
12/10/2009 54348 MUSIC THEATRE INTERNATIONAL																
12/11/09	54350	C	1		12/14/2009	TOLSEK PRINTING	ADVERTISING	Culver City High School	01.0	90145.0	17000	10000	5830	40100000	343.03	
12/11/2009 54350 TOLSEK PRINTING																
12/11/09	54351	A			12/11/2009	SAFETY-KLEEN	REPAIRS - OTHER	Undistributed	01.0	96352.0	71100	10000	5630	00000000	494.91	494.91
12/11/2009 54351 SAFETY-KLEEN																
12/11/09	54352	A	1		12/14/2009	SAMY'S CAMERA	INSTRUCTIONAL SUPPLIES	Undistributed	01.0	96351.0	71100	10000	4310	00000000	1,613.33	1,613.33
12/11/2009 54352 SAMY'S CAMERA																
12/14/09	54353	A			12/14/2009	AVC OFFICE AUTOMATION	REPAIRS - OFFICE EQUIPMENT	Adult School	11.0	06390.0	41100	27000	5630	00000010	127.50	127.50
12/14/2009 54353 AVC OFFICE AUTOMATION																
12/16/09	54354	A			12/16/2009	CDW-G	COMPUTER SUPP/EQUIP	El Rincon Elementary	01.0	90127.0	11100	10000	4410	20400000	216.75	216.75
12/16/2009 54354 CDW-G																
12/16/09	54355	A	1		12/17/2009	EAST BAY RESTAURANT	FOOD SERVICES SUPP/EQUIP	Undistributed	13.0	53150.0	00000	37000	6410	00000000	7,542.44	7,542.44
12/16/2009 54355 EAST BAY RESTAURANT SUPPLY INC.																
12/16/09	54356	A			12/16/2009	EAST BAY RESTAURANT	FOOD SERVICES SUPP/EQUIP	Undistributed	13.0	53100.0	00000	37000	6410	00000000	404.21	
12/16/2009 54356 EAST BAY RESTAURANT SUPPLY INC.																
12/16/09	54357	A			12/16/2009	RODGERS & MCDONALD	ADVERTISING	Adult School	11.0	06390.0	41100	27000	5830	00000010	8,915.24	8,915.24
12/16/2009 54357 RODGERS & MCDONALD GRAPHICS																



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12/16/09	54358	C		12/16/2009	LACOE	CONFERENCE AND TRAVEL 12/16/2009	La Ballona Elementary 54358	01.0	30100.0	11100	10000	5220	2060000	110.00	110.00
12/18/09	54359	A		12/18/2009	CDW-G	OFFICE SUPPLIES 12/18/2009	Adult School 54359	11.0	06390.0	41100	27000	4410	0000010	237.06	237.06
12/16/09	54360	A		12/16/2009	Theatreworks/USA	FIELD TRIPS 12/16/2009	El Rincon Elementary 54360	01.0	00000.0	16003	10000	5816	2040000	672.00	672.00
12/16/09	54361	A		12/17/2009	CDW-G	COMPUTER SUPP/EQUIP 12/16/2009	El Rincon Elementary 54361	01.0	90127.0	11100	10000	4410	2040000	610.40	610.40
12/16/09	54362	A		12/16/2009	E.G. BRENNAN & CO., INC.	REPAIRS - OFFICE EQUIPMENT 12/16/2009	middle school 54362	01.0	00000.0	00000	27000	5630	3010001	133.10	133.10
12/16/09	54363	A		12/16/2009	CDW-G	COMPUTER SUPP/EQUIP 12/16/2009	Culver City Middle School 54363	01.0	90127.0	11100	10000	4410	3010000	950.14	1,021.61
12/16/09	54364	A		12/16/2009	ACORN MEDIA	SOFTWARE 12/16/2009	Undistributed 54364	01.0	96352.0	71100	10000	4310	0000000	602.53	602.53
12/17/09	54365	A		12/17/2009	CDW-G	COMPUTER SUPP/EQUIP 12/17/2009	Undistributed 54365	01.0	96351.0	71100	10000	4310	0000000	1,553.95	1,553.95
12/17/09	54366	A		12/17/2009	TROXELL COMMUNICATIONS	AUDIOVISUAL SUPP/EQUIP 12/17/2009	La Ballona Elementary 54366	01.0	90127.0	11100	10000	4310	2060000	41.67	3,791.86
12/17/09	54367	A		12/17/2009	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES 12/17/2009	Office of Child Development 54367	01.0	90127.0	11100	10000	4310	0000002	502.22	502.22

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12/17/2009			54367					LAKESHORE LEARNING MATERIALS							502.22
12/16/09	54368	A		12/16/2009	PEOPLES EDUCATION	BOOKS	El Rincon Elementary	01.0	90127.0	11100	10000	4210	2040000	1,105.27	
12/16/2009			54368					PEOPLES EDUCATION							1,105.27
12/18/09	54369	A		12/18/2009	EMPLOYMENT MATTERS	LEGAL SERVICES	Human Resources	01.0	00000.0	00000	74000	5820	0003000	2,002.50	
12/18/2009			54369					EMPLOYMENT MATTERS COUNSELING							2,002.50
12/18/09	54370	A		12/18/2009	NCS PEARSON SUCCESSMAKER	SOFTWARE	Farragut Elementary	01.0	00000.0	16003	10000	4210	2050000	26,275.38	
12/18/2009			54370					NCS PEARSON SUCCESSMAKER							26,275.38
12/23/09	54371M	A		12/23/2009	UNITED SITE SERVICES	CONTRACTED SERVICES	El Marino Language	01.0	58100.0	00000	21000	5810	2030000	537.50	
12/23/2009			54371M					UNITED SITE SERVICES							537.50
12/21/09	54391	A		12/23/2009	NORWALK-LA MIRADA UNIFIED	CONFERENCE AND TRAVEL	Special Projects	01.0	07392.0	00000	21000	5220	0004030	150.00	
12/21/2009			54391					NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT							150.00
12/21/09	54392	A		12/21/2009	EDUCATIONAL DATA SYSTEMS, INC.	CONTRACT SERVICES RENDERED	Special Projects	01.0	42010.0	11100	10000	5810	0004030	40.00	
12/21/2009			54392					EDUCATIONAL DATA SYSTEMS, INC.							40.00
12/21/09	54393	A		12/21/2009	OHR ELIJAHU ACADEMY	CONFERENCE AND TRAVEL	Ohr Elijahu Academy	01.0	40350.0	00000	27000	5220	1050000	430.00	
12/21/2009			54393					OHR ELIJAHU ACADEMY							430.00
12/21/09	54394	A		12/21/2009	COMPUTECH	OFFICE SUPPLIES	Special Projects	01.0	06760.0	00000	27000	4350	0004030	514.73	
12/21/2009			54394					COMPUTECH							514.73
12/21/09	54395	A		12/21/2009	LACOE	CONFERENCE AND TRAVEL	Special Projects	01.0	30100.0	00000	27000	5220	0004030	110.00	
12/21/2009			54395					LACOE							110.00
12/21/09	54396	A		12/21/2009	KINOKUNIYA BOOKSTORE	INSTRUCTIONAL SUPPLIES	El Marino Language	01.0	58100.0	11100	10000	4310	2030000	368.23	

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															<b>368.23</b>
12/21/09	54397	A		12/21/2009	CLASSROOM DIRECT	INSTRUCTIONAL SUPPLIES	EI Marino Language	01.0	58100.0	11100	10000	4310	2030000	192.47	
															<b>192.47</b>
12/21/09	54398	A		12/21/2009	ICHI TRADING CORPORATION	INSTRUCTIONAL SUPPLIES	EI Marino Language	01.0	58100.0	11100	10000	4310	2030000	271.83	
															<b>271.83</b>
12/21/09	54399	A		12/21/2009	OCS AMERICA, INC	INSTRUCTIONAL SUPPLIES	EI Marino Language	01.0	58100.0	11100	10000	4310	2030000	2,639.49	
															<b>2,639.49</b>
12/21/09	54400	A		12/21/2009	APPERSON EDUCATION	INSTRUCTIONAL SUPPLIES	middle school	01.0	00000.0	11100	10000	4310	3010001	1,102.99	
															<b>1,102.99</b>
12/28/09	54401	A		12/28/2009	LIGHTSPEED TECHNOLOGIES,	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	884.51	
															<b>884.51</b>
12/21/09	54402	A		12/21/2009	HOME TECH INDUSTRIES INC.	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	141.58	
															<b>141.58</b>
12/28/09	54403	A		12/28/2009	KURZWEIL EDUCATIONAL	OFFICE SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	1,211.76	
															<b>1,211.76</b>
12/28/09	54404	A		12/28/2009	SUNBURST TECHNOLOGY	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	100.91	
															<b>100.91</b>
12/28/09	54405	A		12/28/2009	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	2,404.07	
															<b>2,404.07</b>
12/28/09	54406	A		12/28/2009	KORG USA DBA SOUND TREE	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	1,361.13	
															<b>1,361.13</b>

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12/28/09	54408	A		12/28/2009	LINGUI SYSTEMS	INSTRUCTIONAL SUPPLIES	Speech	01.0	56400.0	00000	39000	4310	0004024	103.88	1,361.13
12/28/09	54409	A		12/28/2009	ST4 LEARNING	INSTRUCTIONAL SUPPLIES	Special Education	01.0	33100.0	57700	11100	4310	0004040	339.55	103.88
12/28/09	54410	A		12/28/2009	JOEL PECK & PAULETTE BENSON	TRANSPORTATION SUPP/EQUIP/SERV	Special Education	01.0	65000.0	57700	21000	5210	0004040	426.22	339.55
12/28/09	54411	A		12/28/2009	BUDDY'S ALL STARS, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School	01.0	00000.0	15000	10000	4310	4010000	1,904.29	426.22
12/28/09	54412	A		12/28/2009	TRANG V. NGUYEN, O.D., F.A.A.O.	CONTRACT SERVICES RENDERED	Special Education	01.0	65000.0	57700	31500	5890	0004040	450.00	1,904.29
12/28/09	54413	A		12/28/2009	REDWOOD PRESS	OFFICE SUPPLIES	Office of Child Development	12.0	60600.0	85000	10000	4310	0000002	451.08	450.00
12/28/09	54414	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	70.99	451.08
12/28/09	54415	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	49.84	70.99
12/28/09	54416	A		12/28/2009	ENHANCED VISION	REPAIRS - OTHER	Undistributed	01.7	65000.0	50010	22000	4310	0000000	266.44	49.84
12/28/09	54417	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	49.84	266.44

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12/28/09	54418	A		12/28/2009	BRAD AND YULIA MCAFFEE	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	700.00	
12/28/09	54419	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	43.60	49.84
12/28/09	54420	A		12/28/2009	BMI EDUCATIONAL SERVICES	INSTRUCTIONAL SUPPLIES	Linwood Howe Elementary	01.0	62860.0	11100	10000	4310	2020000	250.62	
12/28/09	54421	A		12/28/2009	UC REGENTS	CONFERENCE AND TRAVEL	Special Projects	01.0	58100.0	00000	21000	5220	0004030	240.00	240.00
12/28/09	54422	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	84.48	84.48
12/28/09	54423	A		12/28/2009	NATIONAL BRAILLE PRESS	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	92.20	92.20
12/28/09	54424	A		12/28/2009	PULSE DATA HUMANWARE	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	1,779.90	1,779.90
12/28/09	54425	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	16.77	16.77
12/28/09	54426	A		12/28/2009	LS & S, LLC	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	53.52	53.52
12/28/09	54427	A		12/28/2009	MAXI-AIDS, INC.	INSTRUCTIONAL SUPPLIES	Undistributed	01.7	65000.0	50010	22000	4310	0000000	199.55	199.55

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12/28/09	54428	A		12/28/2009	WILLIAM SMYTHE & CHRISTINE ROESE	CONTRACTED SERVICES	Special Education	01.0	65000.0	57500	11800	5880	0004040	70,800.00	70,800.00
				12/28/2009	WILLIAM SMYTHE & CHRISTINE ROESE									70,800.00	
MAXI-AIDS, INC.														199.55	

Total by District : 64444 2,333,004.65 2,333,004.65

End of Report LAPO009C

NONPUBLIC SCHOOLS:

CURRENT PERIOD: \$1,993,685.83

APPROVED YTD: \$2,722,775.37

# CULVER CITY UNIFIED SCHOOL DISTRICT DISTRICT WARRANT 2009 - 2010

## COMMERCIAL WARRANTS

NOVEMBER 23, 2009 - DECEMBER 29, 2009 \$ 1,762,686.00

## PAYROLL WARRANTS

NOVEMBER 23, 2009 - DECEMBER 29, 2009 \$ 4,096,926.75

TOTAL: \$ 5,859,612.75

## BOARD REPORT

1/12/2010

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>
El Marino Language School	Mara Silverman Miscellaneous classroom supplies
La Ballona Family Center	Raintree Condo/Townhouse Association, c/o Joyce Crawford \$305 for food vouchers for the needy
Culver City High School ROP Dept.	Diane Engler Auto parts supplies
Culver City High School	George and Michael Laase Ping pong table
Culver City Middle School Butterfly Garden	Geronimo Servin and Dora Alvarez Rolling Greens Nursery Gardening supplies  Hernandez Nursery Gardening supplies  Stephan Block Inner Gardens Gardening supplies  Cody Signature Gardening supplies  Tom Gibbons Marina del Rey Gardens Gardening supplies



**BOARD REPORT**

**1/12/2010**

**9.3**

**9.3 Approval is Recommended for Acceptance of Gifts (continued)**

CC High School Girls Volleyball Program	Mr. Marty Siegal and Mr. John Vandeventer \$300
Culver City High School	Mr. Alan Engler 1 photo printer 4 USB flash drives
Culver City I.T. Department	Walt Disney Animation Studios C/O Dayna Meltzer 10 HP computers 10 HP monitors 12 Intuos2 graphics tablets
Culver City Unified GATE Program	Kay 'N Dave's Cantinas \$172
Culver City Unified Secondary IMC	Mr. Scott Thornton 15 books

RECOMMENDED MOTION:

That the Board accepts with appreciation the gifts listed.

Moved by:

Seconded by:

Vote:

## BOARD REPORT

### 9.4 Certificated Personnel Services Report No. 11

#### I. Authorization and Ratification of Employment

- A. Extra Assignment- Child Development, Coverage for Elementary Conferences, Winter and Spring Breaks, effective September 1, 2009 through June 18, 2010 at hourly rate of pay, not to exceed 100 hours each teacher
1. Frederick, Georgia
  2. Langston, Marie
  3. Lyall, Christine
- B. Extra Assignment - High School, Clock Operator for Football Games  
Effective September 11, 2009 through November 27, 2009 at \$50.00 per game
1. Chabola, Casey
- C. Extra Assignment – District, Math Curriculum Training for Elementary Teachers  
Effective September 22, 2009 at \$35.00 per hour, 1.5 hours only
1. Wilcox, Kelley
- D. Extra Assignment – High School, CPR/First-Aid Certification for Coaches  
Effective October 11, 2009 at \$270 stipend
1. White, Marcos
- E. Extra Assignment – Educational Services, Galileo Benchmarks Review & Support  
Effective November 1, 2009 through June 18, 2010 at \$35.00 per hour, not to exceed 20 hours
1. Ames, Janet
  2. Ehora, Lynn
- F. Extra Assignment – High School, Coach for CIF Girls' Tennis Playoffs  
Effective November 6, 2009 through November 10, 2009 at \$199.55 stipend for 5 days
1. Rothenberg, Phil (retiree)
- G. Extra Assignment – Linwood Howe, Assist with Galileo Testing  
Effective November 9, 2009 through November 11, 2009 at \$35.00 per hour, 3 hours only
1. Thompson, Jennifer (substitute)
- H. Extra Assignment – High School, Coach for CIF Football Playoffs  
Effective November 14, 2009 through November 20, 2009 at \$366.55 stipend for 7 days
1. Wright, Jahmal

**BOARD REPORT**

**9.4 Certificated Personnel Services Report No. 11 – Page 2**

1. Authorization and Ratification of Employment - continued

I. Extra Assignment – La Ballona, Arts Integration Partnership Meeting  
Effective November 10, 2009 at \$35.00 per hour, 1.25 hours

1. Taslimi, Julia

J. Extra Assignment – Middle School, After School Tutoring Program  
Effective November 16, 2009 through June 4, 2010 at \$35.00 per hour, not to exceed 2 hours  
per week

1. Azad, Mark

5. Fretham, Kari

2. Balogun, Tayo

6. James, Yakun

3. Choe, Mickey

7. Wilcox, Kelley

4. Fairfield, Kristen

K. Extra Assignment – Middle School, Advisor/Advisee Program  
Effective November 23, 2009 through June 1, 2010 at \$35.00 per hour, not to exceed 72 hours

1. Balogun, Tayo

5. Morris, Donna

2. Clough, David

6. Tatum, Kenji

3. Foster, Eric

7. Verge-Stopka, Annette

4. Jones, Sara

L. Extra Assignment – District Office, Translator for Expulsion Hearing and Notices to Parent  
Effective December 2, 2009 through December 4, 2009 at \$35.00 per hour, not to exceed  
5 hours

1. Gomyo, Chiaki

M. Extra Assignment – FLAP Project Goals Meetings  
Effective December 4, 2009 through June 30, 2010 at \$35.00 per hour, not to exceed 20 hours

1. Adachi, Naomi

7. Mizuta, Naoko

2. Ezaki, Satomi

8. Nagumo, Noriko

3. Gomyo, Chiaki

9. Niimura, Hitomi

4. Horiba, Alice

10. Omuro, Mitsuko

5. Miyagishima, Junko

11. Sekiguchi, Saori

6. Miyawaki, Tomoko

12. Shiratori, Mina

**BOARD REPORT**

**9.4 Certificated Personnel Services Report No. 11 – Page 3**

**I. Authorization and Ratification of Employment – continued**

N. Extra Assignment – Middle School, Panther Partners After School Program  
Effective January 11, 2010 through March 19, 2010 at \$35.00 per hour, not to exceed 4 hours per week

1. Delaney, Sarah
2. McVay, Leslie
3. Morris, Ruth
4. Sablan, Angelo
5. Scott Moore, Gloria
6. Washington, Joseph David

O. Extra Assignment – High School, Coaches for Spring Sports  
Effective February 11, 2010 through May 10, 2010

- |    |                            |                     |                           |
|----|----------------------------|---------------------|---------------------------|
| 1. | Chabola, Casey             | Head Boys' Lacrosse | \$2978 stipend for season |
| 2. | Polido, Adan               | Asst. Softball      | \$2745 stipend for season |
| 3. | Prieto, Rick               | Head Baseball       | \$3000 stipend for season |
| 4. | Rothenberg, Phil (retiree) | Head Boys' Tennis   | \$2195 stipend for season |
| 5. | Salter, Thomas             | Golf                | \$1100 stipend for season |

**II. Leave**

I. Noel, Eriko  
Child Development Teacher  
Personal Leave of Absence Without Pay  
Effective January 4, 2010 through June 18, 2010

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 11

Moved by:

Seconded by:

Vote:

**BOARD REPORT**

**9.5 Classified Personnel Services Report No. 11**

I. Authorization, Approval & Ratification of Employment

A. Child Development

1. Boudreaux, Michelle  
Instructional Assistant – Child Development  
Child Development – Extra Assignment  
Not to exceed 100 hours  
Effective September 1, 2009 through  
June 18, 2010  
Range 11
2. Garcia, Elda  
Instructional Assistant – Child Development  
Child Development – Extra Assignment  
Not to exceed 100 hours  
Effective September 1, 2009 through  
June 18, 2010  
Range 11
3. Rubalcaba, Carolina  
Instructional Assistant – Child Development  
Child Development – Extra Assignment  
Not to exceed 100 hours  
Effective September 1, 2009 through  
June 18, 2010  
Range 11

B. Clerical & Fiscal

1. Garcia-Salas, Michele  
Guidance Technician – Permanent  
High School – Extra Assignment – Translations  
Not to exceed 20 hours  
Effective November 10, 2009 through  
June 18, 2010  
Range 20
2. Muto, Sue  
Substitute Clerk Typist  
Business Services – Extra Assignment  
Not to exceed 6 hours per day  
Effective December 7, 2009 through  
December 31, 2009  
Hourly, as needed

**BOARD REPORT**

**9.5 Classified Personnel Services Report No. 11 – Page 2**

I. Authorization, Approval & Ratification of Employment – continued

B. Clerical & Fiscal – continued

3. Diaz, Gaby Clerk Typist I/Bilingual – Permanent  
District Office – Pupil Personnel Services  
Extra Assignment – Translation  
Not to exceed 12 hours  
Effective November 20, 2009 through  
January 18, 2010  
Range 15

C. Instructional Assistants

1. Castañeda, Margarita Instructional Assistant – Bilingual  
Middle School – Extra Assignment  
Not to exceed 1.5 hours per day, school year  
Effective November 9, 2009 through  
June 18, 2010  
Range 16

2. Herbach, Aleida Instructional Assistant – Special Education IIA  
La Ballona – Extra Assignment  
Not to exceed 35 hours  
Effective December 7, 2009 through  
June 18, 2010  
Range 16

3. Huerta, Lorena Instructional Assistant – Special Education IIA  
La Ballona – Extra Assignment  
Not to exceed 35 hours  
Effective December 7, 2009 through  
June 18, 2010  
Range 16

4. Prieto, Liset Instructional Assistant – Bilingual  
La Ballona – Extra Assignment  
Not to exceed 35 hours  
Effective December 7, 2009 through  
June 18, 2010  
Range 16

BOARD REPORT

9.5 Classified Personnel Services Report No. 11 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

C. Instructional Assistants – continued

5. Zamudio, Rosa Instructional Assistant – Special Education IIA  
La Ballona – Extra Assignment  
Not to exceed 35 hours  
Effective December 7, 2009 through  
June 18, 2010  
Range 16

6. Dordoni, Alicia Instructional Assistant – Bilingual  
District Office – Secondary Sites  
Extra Assignment – CELDT  
Not to exceed 35 hours  
Effective September 2, 2009 through  
October 31, 2009  
Range 16

D. Coaches

1. Espeleta, Luis Temporary Assistant Boy's Soccer Coach  
High School  
Effective November 16, 2009 through  
February 12, 2010  
Stipend of \$2,745.00

2. Ayers, Tim Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$140.00

3. Bennett, Paul Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$203.63

4. Covin, Govinda Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$254.52

**BOARD REPORT**

**9.5 Classified Personnel Services Report No. 11 – Page 4**

I. Authorization, Approval & Ratification of Employment – continued

D. Coaches – continued

5. Crump, Tom  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$140.00
6. Goodyear, Greg  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$101.85
7. Hardy, Ryan  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$101.85
8. Haynes, Reggie  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$254.52
9. Huevo, Derrick  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$254.52
10. Myles, Cornell  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$260.89
11. Pettway, Omar  
Temporary Assistant Football Coach  
High School – CIF Playoffs  
Effective November 14, 2009 through  
November 20, 2009  
Stipend of \$254.52



**BOARD REPORT**

**9.5 Classified Personnel Services Report No. 11 – Page 5**

I. Authorization, Approval & Ratification of Employment – continued

D. Coaches – continued

- |     |                 |   |
|-----|-----------------|---|
| 12. | Reid, Ladovia   | Temporary Assistant Football Coach<br>High School – CIF Playoffs<br>Effective November 14, 2009 through<br>November 20, 2009<br>Stipend of \$127.26         |
| 13. | Wilson, Aki     | Temporary Assistant Football Coach<br>High School – CIF Playoffs<br>Effective November 14, 2009 through<br>November 20, 2009<br>Stipend of \$264.74         |
| 14. | Fritzius, Tom   | Temporary Boy's Cross Country Coach<br>High School – CIF Playoffs<br>Effective November 6, 2009 through<br>November 14, 2009<br>Stipend of \$359.19         |
| 15. | Jewett, Venus   | Temporary Girl's Cross Country Coach<br>High School – CIF Playoffs<br>Effective November 6, 2009 through<br>November 14, 2009<br>Stipend of \$359.19        |
| 16. | Parel, Jessica  | Temporary Girl's Volleyball Coach<br>High School – CIF Playoffs<br>Effective November 6, 2009 through<br>November 10, 2009<br>Stipend of \$270.75           |
| 17. | Fraijo, Chris   | Temporary Girl's Assistant Volleyball Coach<br>High School – CIF Playoffs<br>Effective November 6, 2009 through<br>November 10, 2009<br>Stipend of \$249.55 |
| 18. | Dordoni, Nestor | Temporary Boy's Water Polo Coach<br>High School – CIF Playoffs<br>Effective November 4, 2009 through<br>November 11, 2009<br>Stipend of \$349.37            |

**BOARD REPORT**

**9.5 Classified Personnel Services Report No. 11 – Page 6**

I. Authorization, Approval & Ratification of Employment – continued

D. Coaches – continued

- |     |                     |   |
|-----|---------------------|---|
| 19. | Miranda, Jaime      | Temporary Assistant Baseball Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,000.00       |
| 20. | Ozaki, Ron          | Temporary Assistant Baseball Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,358.00       |
| 21. | Cardenas, Stephanie | Temporary Girl's Lacrosse Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,978.00          |
| 22. | Eskridge, Adam      | Temporary Boy's Assistant Lacrosse Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,745.00 |
| 23. | Sargent, John       | Temporary Softball Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,978.00                 |
| 24. | Ayon, Jesus         | Temporary Assistant Softball Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,745.00       |
| 25. | Dordoni, Nestor     | Temporary Boy's Swimming Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,745.00           |

BOARD REPORT

9.5 Classified Personnel Services Report No. 11 – Page 7

I. Authorization, Approval & Ratification of Employment – continued

D. Coaches – continued

- |     |                     |   |
|-----|---------------------|---|
| 26. | Dordoni Jr., Nestor | Temporary Girl's Swimming Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,745.00            |
| 27. | Kamahoahoa, Leilani | Temporary Boy's Volleyball Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,978.00           |
| 28. | Parel, Jessica      | Temporary Boy's Assistant Volleyball Coach<br>High School<br>Effective February 11, 2010 through<br>May 10, 2010<br>Stipend of \$2,745.00 |

E. Stipend Assignments

- |    |                      |  |
|----|----------------------|--|
| 1. | Augenstein, Patricia | Yearbook Coordinator<br>Middle School<br>Effective September 2, 2009 through<br>June 20, 2010<br>Stipend of \$929.25   |
| 2. | Thompson, Pamela     | Temporary After School Instructor<br>Middle School – Panther Partners Program<br>Not to exceed 2 hours per week<br>Effective January 11, 2010 through<br>March 19, 2010<br>Stipend of \$25.00 per hour |
| 3. | Bradshaw, Courtney   | Temporary After School Instructor<br>Middle School – Panther Partners Program<br>Not to exceed 4 hours per week<br>Effective January 11, 2010 through<br>March 19, 2010<br>Stipend of \$35.00 per hour |

BOARD REPORT

9.5 Classified Personnel Services Report No. 11 – Page 8

I. Authorization, Approval & Ratification of Employment – continued

E. Stipend Assignments – continued

4. Mora, Karol  
Temporary After School Instructor  
Middle School – Panther Partners Program  
Not to exceed 1 hour per week  
Effective January 11, 2010 through  
March 19, 2010  
Stipend of \$35.00 per hour
5. Trank, Pamela  
Temporary After School Instructor  
Middle School – Panther Partners Program  
Not to exceed 2 hours per week  
Effective January 11, 2010 through  
March 19, 2010  
Stipend of \$35.00 per hour

F. Student Helpers

1. Heuveline, Thavory  
Student Helper – Workability  
Location outside of district  
Effective December 11, 2009  
Hourly, as needed
2. Schaub, Nicholas  
Student Helper – Workability  
Location outside of district  
Effective December 4, 2009  
Hourly, as needed

II. Authorization, Approval & Ratification of Change of Assignment

1. Lopez, Jose  
Promotion via Classified Interview:  
Instructional Assistant – Adult School  
Adult School  
From: 17 hours per week, school year  
To: 21 hours per week, school year  
Effective January 13, 2010  
Range 17

III. Authorization, Approval & Ratification of Recall from 39-month Reemployment List

1. Flores, Ruth  
Instructional Assistant – Bilingual  
El Rincon – 3 hours per day, school year  
Effective January 4, 2010  
Range 16

BOARD REPORT

9.5 Classified Personnel Services Report No. 11 – Page 9

IV. Authorization, Approval & Ratification of Separation of Employment

1. Davis, Anita  
Temporary Adult School Lecturer  
Adult School  
Personal  
Effective October 21, 2008  
Hourly, as needed
2. Khalsa, Guru Dev  
Temporary Adult School Lecturer  
Adult School  
Other employment  
Effective July 31, 2009  
Hourly, as needed
3. Limón, Lana  
Temporary Adult School Lecturer  
Adult School  
Personal  
Effective September 1, 2008  
Hourly, as needed
4. Ratchford, Deneane  
Substitute Clerk Typist  
District Office  
Personal  
Effective April 1, 2008  
Hourly, as needed
5. Quiñones, Cindy  
Substitute Instructional Assistant  
Adult School  
Personal  
Effective December 21, 2009  
Hourly, as needed

V. Revision to Board Item Previously Approved on Board Report #7, 10/27/09

1. Bradshaw, Courtney  
Temporary After School Instructor  
Middle School – Panther Partners Program  
From: Not to exceed 2 hours per week,  
school year  
To: Not to exceed 4 hours per week,  
school year  
Effective October 5, 2009 through  
December 11, 2009  
Stipend of \$35.00 per hour

**BOARD REPORT**

**9.5 Classified Personnel Services Report No. 11 – Page 10**

VI. Rescind Item Previously Approved on Board Report #9, 11/24/09; Did Not Work Assignment

1. Wagner, Nick  
Temporary Flag Football Coach  
Middle School  
Effective October 26, 2009 through  
December 18, 2009  
Stipend of \$929.00

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 11

Moved by:

Seconded by:

Vote:

## BOARD REPORT

1/12/2010

9.6

9.6 **Approval is Recommended for the Culver City High School Robotics Team to Participate in the First Robotics National Championship in Atlanta, Georgia, April 14-17, 2010**

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

Culver City High School requests permission for the Robotics Team to participate in the First Robotics National Championship in Atlanta, Georgia. Students will be chaperoned by CCHS teacher Alex Davis and parent volunteers. The parent of a team member has donated \$5,000 to cover the full cost of the entrance fee. Students are conducting fundraisers to cover their costs and adult chaperones will pay their own expenses.

RECOMMENDED MOTION: That the Board approve the proposed overnight field trip for Culver City High School Robotics Team to participate in the First Robotics National Championship in Atlanta, Georgia, April 14-17, 2010.

Moved by:

Seconded by:

Vote:

## BOARD REPORT

1/12/2010

9.7

9.7 **Approval is Recommended for Culver City High School Students to Participate in the Sojourn to the Past Field Trip through Southern States, February 11-20, 2010**

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

Culver City High School requests permission for students to participate in the Sojourn to the Past field trip. Students will be chaperoned by CCHS teacher Wendy Beckendorf. Culver City participants and approximately 100 students and teachers from other high schools will fly to Atlanta, GA and travel by bus to Montgomery, Birmingham, Selma, Hattiesburg, Jackson, Little Rock and Memphis. Students are holding fundraisers to pay for their expenses.

RECOMMENDED MOTION: That the Board approve the proposed overnight field trip for Culver City High School Students to participate in the Sojourn to the Past, February 11-20, 2010.

Moved by:

Seconded by:

Vote:



**BOARD REPORT**

**1/12/2010**

**9.8**

**9.8 Approval is Recommended for Culver City Middle School Cheerleading Team to Attend the Jamz Cheerleading National Competition in Las Vegas, Nevada, February 18-19, 2010**

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

Culver City Middle School requests permission for the Cheerleading Team to participate in the Jamz Cheerleading National Competition in Las Vegas, Nevada. Students will be chaperoned by coaches Kandyce Wallace, Kari Richards and Amber Masek and parent volunteers. Students will travel by car with their families. Costs are covered by fundraising and parent contributions.

RECOMMENDED MOTION: That the Board approve Culver City Middle School Cheerleading Team to Attend the Jamz Cheerleading National Competition in Las Vegas, Nevada, February 18-19, 2010.

Moved by:

Seconded by:

Vote:

## BOARD REPORT

1/12/2010

10.1

### 10.1 American Citizenship Awards

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

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

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

## BOARD REPORT

### 10.2 Culver City Education Foundation Building Blocks for Education

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

The following "Building Block" will be presented:

From Ella Butler:

"Saundra Davis Dedicated Service  
Education Throughout Community"

From Lenore Block

"Saundra Davis A Living Legend  
On the Culver City School Board"

**10.3 Youth and Government/School District Student Activities**

The Board of Education, at the Special Meeting held on December 15, 2009 requested that the issue of student participation in CCHS Activities and the YMCA's Youth and Government Program be agendaized for discussion.

## BOARD REPORT

01/12/2010

12.1

### 12.1 Race to the Top Report

The Race to the Top offers the district the opportunity to build on our progress to date and invest in the continuous improvement of our students' academic performance. The Board must approve and district must submit a Memorandum of Understanding (MOU).

## RACE TO THE TOP

### Standards and Assessments

Under the Race to the Top, both state standards and assessments will be changing. The state is proposing a five-year timeline in which to adopt the common core standards, review curriculum frameworks, adopt new instructional materials and review state assessments. It is the goal of the state to adopt the national common core standards by August 2, 2010, but to do so in such a manner as to not lower the rigor of our current standards. The state also intends to develop and adopt a new accountability model that will be based on individual year-to-year student achievement gains.

### Data Systems

The state's plan and application will include language to establish/maintain an articulated data system. The district must commit to using the data system and to the use of formative assessments to determine pupil progress. The state also plans to implement a growth model to determine achievement; this will eventually replace the Adequately Yearly Progress system if approved by the federal government.

### Teachers and Leaders

The district will be required to commit to annual evaluations of both teachers and principals. It will be left to the district to determine and develop that evaluation system. One issue to keep in mind for the evaluation system is that it will need to include student performance assessment data. For the purposes of this MOU, the district must commit to exploring these changes with our bargaining unit - the Culver City Federation of Teachers (CCFT).

### Turning Around the Lowest Performing Schools

The district will be required to implement one of the four models specified in Race to the Top for their persistently lowest achieving schools. These include:

- **Turnaround Model:** A turnaround model is one in which an LEA must replace the principal and up to 50 percent of the staff and grant the new principal sufficient operational flexibility (including staffing, calendars/time, and budgeting) to implement fully a comprehensive approach in order to substantially improve student achievement outcomes and increase high school graduation rates.
- **Restart Model:** A restart model is one in which an LEA converts a school or closes and reopens a school under a charter school operator, a charter management organization, or an education management organization that has been selected through a rigorous review process.
- **School Closure:** School closure occurs when an LEA closes a school and enrolls the students who attended that school in other schools in the LEA that are higher achieving.

- **Transformation Model**: A transformation model is one in which an LEA implements each of the following strategies:
  - Replace the principal who led the school prior to commencement of the transformation model;
  - Use rigorous, transparent and equitable evaluation systems for teachers and principals that include the use of student achievement data;
  - Identify and reward school leaders, teachers and other staff who have increased student achievement and high school graduation rates and identify and remove those who, after ample opportunities have been provided for them to improve their professional practice, have not done so;
  - Provide staff with ongoing, high-quality, job-embedded professional development that is aligned with the school's comprehensive instructional program and designed with school staff; and
  - Implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students in a transformation school.

**California's Race to the Top  
Participating Local Educational Agency (LEA)  
Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into by and between the State of California and \_\_\_\_\_ ("Participating LEA"). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

**I. SCOPE OF WORK**

Exhibit I, the Preliminary Scope of Work, indicates the Participating LEA is agreeing to implement all of the State's proposed reform plans ("State Plan" listed in Exhibit I) should the State's application be approved by the U.S. Department of Education (ED).

**II. PROJECT ADMINISTRATION**

**A. PARTICIPATING LEA RESPONSIBILITIES**

In assisting the State in implementing the tasks and activities described in the State's Race to the Top application, the Participating LEA subgrantee:

1) As a condition for participating in and receiving an allocation of funds under the State's Race to the Top program, must enter into an agreement with the State that will describe more specifically the mutual responsibilities of the State and LEA for planning and implementing the State's plan. The agreement will include the final scope of work and must be produced in collaboration with the State after participation in statewide conversations with participating LEAs. The agreement must be provided to the State within 90 days of the Race to the Top award to the State and must be approved by the State.

The agreement will include a detailed work plan describing specific goals, activities timelines, budgets, key personnel, and annual targets for key performance measures. The work plan must be consistent with the LEA's preliminary scope of work in this Memorandum of Understanding, with the approved State plan, and with further guidance that the State may provide. The State will approve the LEA for funding based on the scope and quality of the workplan and the LEA's capacity to implement the plan and address at the local level significant elements of the State's approved plan in a meaningful and high quality way. The agreement between the State and the LEA will also detail the State's responsibilities for providing or coordinating technical assistance, professional development, and other support for



the LEA in carrying out these functions, and how the State and LEA activities will be sequenced.

2) Will implement the LEA Plan as identified in this MOU, including Exhibits I (See Attachment 2.) and II (the agreement to be reached consistent with Section II-A-1) of this agreement;

3) Will, over the course of the project, work in good faith with the State and other participating LEAs to identify needs for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project;

4) Will actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education ("ED");

5) Will post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant;

6) Will participate, as requested, in any evaluations of this grant conducted by the State or ED;

7) Will be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;

8) Will participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

## **B. STATE RESPONSIBILITIES**

In assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

1) Work collaboratively with, and support the Participating LEA in carrying out the LEA Plan as identified in Exhibit I and in the agreement to be developed under Section II-A-1 above;

2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA's approved work plan described in Section II-A-1 above;

- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Provide or coordinate technical assistance, professional development, and support consistent with Section II-A-1 above.

### **C. JOINT RESPONSIBILITIES**

- 1) The State and the Participating LEA will collaborate in good faith to ensure alignment and coordination of State and local planning and implementation activities in order to effectively and efficiently achieve the core goals of the State's plan, consistent with their respective roles under State law and policy.
- 2) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 3) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 4) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 5) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

### **D. STATE RECOURSE FOR LEA NON-PERFORMANCE**

If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

## **III. ASSURANCES**

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the State's Race to the Top grant application and is supportive of and will work to implement the entire State plan, as defined by the State, and consistent with Exhibit I;
- 3) Will provide a Final Scope of Work and detailed work plans consistent with Section II-A-1 above if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will enter into an agreement with the State consistent with Section II-A-1 above; and
- 4) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

#### **IV. MODIFICATIONS**

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

#### **V. DURATION/TERMINATION**

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, upon termination for non-compliance, or upon mutual agreement of the parties, whichever occurs first.

Nothing in this Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employees and their employers. By way of the signatures below, the LEA and local collective bargaining representative agree to confer in good faith over matters within the scope of the MOU and agree further that those portions of the MOU subject to collective bargaining shall be implemented only upon the agreement of the LEA and the local collective bargaining representative.

**Please submit a statement of intent to participate by December 31, 2009 by e-mail to [info@caracetothetop.org](mailto:info@caracetothetop.org).**

**Please submit a copy of the signed MOU in PDF format by e-mail to [info@caracetothetop.org](mailto:info@caracetothetop.org) or by fax to the California Department of Education at 916-319-0100 on or before January 8, 2010.**

**VI. SIGNATURES**

**LEA Superintendent** (or equivalent authorized signatory) - required:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**President of Local School Board** (or equivalent, if applicable):

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**Local Teachers Union Leader** (if applicable):

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**Authorized State Official** (required)

By its signature below, the State hereby accepts the LEA as a Participating LEA.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

## **CALIFORNIA RACE TO THE TOP** **FREQUENTLY ASKED QUESTIONS**

### ***Questions about LEA Participation in Race to the Top***

#### **Who can participate in Race to the Top?**

All LEAs—including districts, charter schools, and county offices of education—in the State are eligible for Race to the Top funding. While states may define what LEAs need to do to participate in Race to the Top, states do not have the discretion to select participating LEAs or limit LEA participation by using certain demographic or geographic characteristics or setting up a competition to determine which LEAs may participate.

#### **Are districts that do not receive Title I funds eligible to participate in Race to the Top?**

Yes. We encourage all LEAs to consider participation, as we hope that participating LEAs will work in conjunction with the State to implement a new vision under Race to the Top. Any LEA that would like to participate in Race to the Top and can produce a signed Memorandum of Understanding (MOU) that agrees to the State's plan can participate in Race to the Top. LEAs that are eligible but do not receive Title I funds can receive funding from the 50 percent of the funding that is left to the state's discretion.

#### **I work for a charter management organization. Each of our four high schools is an LEA in its own right. If we were to participate in Race to the Top, it would likely be as one entity, a consortium, i.e., of LEAs. Should we fill out a survey for each school/LEA, or as a single organization?**

Every LEA must sign a Memorandum of Understanding in order to participate. A consortium of LEAs may also come together and sign a joint MOU to signal your partnership, as long as it contains the individual signature from all participating LEA's.

#### **What do I need to do if my LEA is interested in participating?**

Participating LEAs must enter into a Memorandum of Understanding (MOU) with the State that indicates that the LEA agrees to the State's plan for Race to the Top. These MOUs must be signed by the LEA superintendent (or an equivalent authorized signatory) and preferably also be signed by the president of the local governing board and the local teachers' union leader, or the equivalent entities for charter schools. The State application has a greater chance of winning if MOUs are signed by all parties. The expectation is that participating LEAs will work in partnership with the State's plan because the reform elements are designed to work together to create a comprehensive approach to improving teaching and learning.

#### **Is there anything else we should be doing at this point to indicate our interest in participating in the state RTTT application?**

If you feel you are ready to participate, please send your intent to apply by December 31st via email to [info@caracetothetop.org](mailto:info@caracetothetop.org). By January 8th, please submit the signed MOU in PDF format via email [info@caracetothetop.org](mailto:info@caracetothetop.org) or via fax to 916-319-0100 along with the scope of work and budget.

#### **Can LEAs excuse themselves from participating after the state receives the grant?**

Generally, we would expect LEAs that signed an MOU with the State to participate in Race to the Top and to implement the State's entire plan, as the various components are designed to work together to create a comprehensive approach to improving teaching and learning. However, there may be circumstances under which an LEA would not be able to participate in Race to the Top after California learns whether they have won the award. The MOU that will be released soon will explain the process for LEAs to excuse themselves after the award is issued.

**Can smaller districts, charter schools, or county offices of education join together in a consortium?**

Collaboration amongst various LEAs is perfectly acceptable as long as the superintendent (or the equivalent authority) from all LEAs involved sign the MOU. In addition, as the State will be awarded more points on the application if the president of the local governing board and the local teachers' union leader sign as well, we would encourage signatures from those parties (or the equivalent authority) on the MOU from each LEA as well.

**If my LEA enters into a consortia and later needs to drop out, how does that affect the consortia?**

If an LEA who signed on to a consortia determines that they cannot participate in Race to the Top before the funding is dispersed, they will simply be taken off the list of participating LEAs. For LEAs who exit Race to the Top after the funding is dispersed, the State will need to determine at a later time how to reallocate the resources accordingly.

**Are you encouraging districts to apply separately or to apply with county offices of education for these funds?**

We are encouraging LEAs to do whatever makes sense for them, to ensure that their participation in Race to the Top is as beneficial as possible. If a consortium would work for your LEA, please make sure that the MOU is signed by all appropriate parties.

***Questions about Race to the Top Funding***

**What is the total projection of how much money California can hope to win?**

California will compete for a share of the \$4.35 billion Race to the Top; the U.S. Department of Education estimated that the range California could receive is between \$350-\$700 million.

**How much could a participating LEA expect to receive if California wins Race to the Top?**

While we understand one of the main questions that LEAs may ask asks about the estimated amount of an LEA's Race to the Top award, it is very difficult for us to provide an accurate assessment of the amounts for any individual LEA. We do know that if California wins this grant, the State could receive between \$350 and \$700 million. In addition, we know that at least 50 percent of this money must be distributed to participating LEAs based on the Title I formula. However, because we do not know the total size of the final grant, nor the number of LEAs and schools joining the effort, we cannot estimate an amount for participating LEAs.

**Is this one-time funding?**

Race to the Top funding is one-time funding, however it is dispersed over a four-year period and so LEAs will not receive this money in one installment.

**Are Program Improvement districts qualified to join this process?**

Yes, all LEAs are eligible to participate. Additionally, if an LEA agrees to participate in Race to the Top and has one or more schools that are defined by the State to be in the lowest 5 percent of persistently lowest-achieving schools, the LEA will have access to Race to the Top funds in addition to School Improvement Grant funds. Therefore, signing onto Race to the Top may provide an LEA two sources of funding if the State's Race to the Top application is successful.

***Questions about the Memorandum of Understanding (MOU)***

**When will the State's Memorandum of Understanding be released?**

The Memorandum of Understanding was released on December 14th. LEAs need to submit signed MOUs along with a preliminary scope of work and budget by January 8th.

**What does an LEA need to submit in order to participate?**

By December 31st, LEAs need to submit an "Intent to apply" to [info@caracetothetop.org](mailto:info@caracetothetop.org). Then by January 8th, LEAs must submit signed MOUs, in PDF format emailed to [info@caracetothetop.org](mailto:info@caracetothetop.org) or via fax to 916-319-0100, with a completed checklist noting the areas in which they agree to participate as well as a preliminary scope of work indicating what they will do in relation to these areas. If/when California wins Race to the Top, LEAs will have 90 days to submit a final scope of work and budget detailing their plans.

**In looking at the MOU there is a line for a union representative and it then has in parenthesis "where applicable". Under what circumstances does a district need a union sign off? When is it not required?**

"Where applicable" was included for those LEAs that do not have a union at all. While a signature from a union representative is not required to submit an MOU on behalf of your LEA, the state's application is strengthened by these signatures.

**What happens if an LEA signs the MOU but then realizes or decides that it cannot implement the measures? Is there an exit strategy?**

The MOU states that the agreement may be terminated upon mutual agreement of the parties. Therefore, if an LEA decides they are unable to participate after signing the MOU, they will be allowed to exit the agreement with the State. If an LEA leaves before the funding is released, they will simply be removed from the list of participating LEAs. If an LEA leaves after the funding is released, an LEA would not receive additional funding for Race to Top; however, the LEA would not be required to return the Race to the Top funds it had already received provided that the LEA has acted in good faith and has completed work for which the funding was provided.

**Can we apply without the local teachers' union leader's signature?**

An LEA can technically apply without the union's signature, although both for the success of the work to be done at the local level, as well as the success of California's Race to the Top application, having the union leader's signature is important.

**What if an LEA doesn't sign up by January 8th? Can they join later?**

There is no provision in the federal application that precludes LEAs from joining after the application has been submitted. However, the more LEAs we have as part of the application, the stronger our State application will be. In addition, we are submitting an application based on a budget estimate created from those LEAs that indicated they are ready to participate now. Therefore, late entrants would require a reallocation of money from the earlier entrants, so we strongly encourage you to submit MOUs by our deadline of January 8, 2010.

***Questions about the Section on Great Teacher/Leaders***

**For some of the MOU aspects surrounding teachers (e.g., evaluation, termination, etc.), will legislation be needed to address those areas?**

These issues will continue to be bargained locally. Entering into the MOU means you commit to engaging in a process to discuss those issues locally.

**Are annual teacher/principal evaluations required?**

Race to the Top requires that LEAs do conduct annual evaluations of teachers and principals that use multiple measures, including student achievement as a significant factor in the evaluation. However, these evaluations do not necessarily need to be identical each year. For example, the evaluations could be formative in nature in one year and summative in the next year. The exact conditions of the evaluation agreements will continue to be locally bargained. By signing on to Race to the Top, an LEA is committing to conferring in good faith with their union on this topic.

### **Questions about the Section on Turning Around the Lowest-Achieving Schools**

#### **Are there criteria for identifying the lowest 5 percent of low-performing schools?**

Given a complex federal definition that allows for interpretation by the State in certain factors, the state is currently working on a list of the lowest-achieving schools in the State and will provide that list as soon as it is completed.

The Race to the Top application defines persistently lowest-achieving schools as (i) Any Title I school in improvement, corrective action, or restructuring that (a) Is among the lowest-achieving five percent of Title I schools in improvement, corrective action, or restructuring or the lowest-achieving five Title I schools in improvement, corrective action, or restructuring in the State, whichever number of schools is greater; or (b) Is a high school that has had a graduation rate as defined in 34 CFR 200.19(b) that is less than 60 percent over a number of years; and (ii) Any secondary school that is eligible for, but does not receive, Title I funds that (a) Is among the lowest-achieving five percent of secondary schools or the lowest-achieving five secondary schools in the State that are eligible for, but do not receive, Title I funds, whichever number of schools is greater; or (b) Is a high school that has had a graduation rate as defined in 34 CFR 200.19(b) that is less than 60 percent over a number of years. To identify the lowest-achieving schools, a State must take into account both (i) The academic achievement of the "all students" group in a school in terms of proficiency on the State's assessments under section 1111(b)(3) of the ESEA in reading/language arts and mathematics combined; and (ii) The school's lack of progress on those assessments over a number of years in the "all students" group.

#### **If the state is mandated to intervene in the bottom 5 percent of low-performing schools, what happens if an LEA that has these schools does not participate in Race to the Top?**

The LEA would still be responsible for implementing one of the four federally-prescribed intervention strategies as part of our federal School Improvement Grant (SIG), but would not be responsible for the other areas of Race to the Top.

#### **Are county offices of education (COEs) expected to adopt one of the four intervention models?**

If COEs operate schools which are defined as part of the persistently lowest-achieving schools, then they must implement one of the intervention models required by the U.S. Department of Education. Please note that the persistently lowest-achieving schools have not yet been identified and we are seeking additional clarification from ED about whether alternative schools (currently included in ASAM) are intended to be included in the calculation.

#### **Are Alternative Education and Special Education Programs run by the county offices of education included in the schools that must implement one of the four intervention models?**

Persistently lowest-achieving schools have not yet been identified and we are seeking additional clarification from the U.S. Department of Education about whether alternative schools (currently included in ASAM) are intended to be included in the calculation.

#### **How do we identify the lowest 5 percent of the persistently lowest-achieving schools? Is there a list? Will there be a list in the near future?**

The State must identify these schools, not the LEAs. We will soon be releasing a list of what we believe these schools are. However, pending legislation could change the schools on that list. We will provide updates as this work proceeds.



**We recently learned that we are entering Year 1 of Program Improvement. We are trying to sort through revisions to our LEA Plan. Will the Race to the Top elements be part of our LEA Plan?**

We strongly encourage you to integrate Race to the Top into your LEA plan, if you plan to participate in Race to the Top. We do not view Race to the Top as different from your LEA's single plan; we want to see Race to the Top as part of the systemic plan for improving student outcomes.

***Questions about the Section on Standards and Assessment***

**Are we going to revise California's standards?**

The standards that California currently has are generally recognized as world class high standards. The State of California, along with 47 other states, has agreed to participate in the consortia of states looking at a common core of standards. The legislature is currently considering having California adopt the common core with some additional standards to ensure California retains its rigor. If the Legislature calls for their adoption, we will pursue adoption and implementation over a reasonable timeframe.

**Signatories:**

Governor Arnold Schwarzenegger  
State Superintendent of Public Instruction Jack O'Connell  
President of State Board of Education, Ted Mitchell

**Additional Work Group Members (in alphabetical order by last name):**

**Andrea Ball**, Deputy Superintendent at California Department of Education (CDE)  
**Rae Belisle**, Member of State Board of Education  
**Theresa Garcia**, Executive Director of the State Board of Education  
**Jeannie Oropeza**, Program Budget Manager, California Department of Finance  
**Kathy Radtkey Gaither**, Undersecretary of Education  
**Rick Miller**, Deputy Superintendent at CDE  
**Gavin Payne**, Chief Deputy Superintendent at CDE  
**Debbie Rury**, Deputy Executive Director of the State Board of Education  
**Glen Thomas**, Secretary of Education

State legislators have also been holding hearings around the state, gathering input from stakeholders as they craft legislation key to improving the State's chances for winning Race to the Top.

# RACE TO THE TOP An Invitation to Participate

Culver City Unified School District

January 12, 2010

## Background



Federal Funds  
\$4.35 billion nationwide

District Partnership with State

## Reforms to Improve Student Achievement

Standards and Assessments

Data Systems to Support Instruction

Highly Effective Teachers and Leaders

Turning Around Lowest Performing Schools



## Standards and Assessments

New Common Core Standards

New Accountability Model



## Data Systems

Data System to Include Formative Assessments

Growth Model to Determine Achievement



## Teachers and Leaders

Annual Evaluations of Teachers and Principals

Student Assessment Data Used for Evaluation

Bargaining Unit Involved



## Turning Around Lowest Performing Schools

Turnaround Model

Restart Model

School Closure

Transformation Model



## Timeline

Notices Published – November 2009

Technical Assistance  
November 2009 – January 2010

Applications  
Phase 1 due – January 19, 2010  
Awards Announced – April 2010  
Phase 2 due – June 1, 2010  
Phase 2 Awards Announced – September 2010



**12.2 Parcel Tax Information**

On November 3, 2009, seventy-five percent of the voters in Culver City Unified School District's (CCUSD) boundaries approved Measure EE for five years at an annual parcel tax fee of \$96. This "Direct Assessment" will appear on property tax bills beginning in tax fiscal year 2010-2011 and ending 2014-2015.

The Measure EE Parcel Tax Exemption Form for the 2010-11 tax year and a related Information Sheet is attached. These forms can be printed from the CCUSD website at [www.ccusd.org](http://www.ccusd.org). Alternatively, applicants can request to have forms mailed to them by calling (310) 842-4220, extension 4409.

The Measure EE Parcel Tax Exemption Form and related Information Sheet can also be obtained at the following locations:

- Culver City Unified School District Administrative Office at 4034 Irving Place;
- Culver City Senior Center at 4095 Overland Ave.;
- Julian Dixon Library at 4975 Overland Ave.; and
- Culver City Hall at 9770 Culver Blvd.

Details about the senior exemptions to the parcel tax including topics such as who is eligible, how to obtain the exemption forms and where to apply are being publicized in local news media and District publications.

CCUSD will be accepting exemption applications weekdays between 10:00am and 4:00pm beginning January 15, 2010 through April 30, 2010. All exemption applications must be received by CCUSD no later than 4:00pm on April 30, 2010.



# CULVER CITY UNIFIED SCHOOL DISTRICT

4034 Irving Place Culver City, California 90232  
www.ccusd.org

January 7, 2010

## INFORMATION SHEET

### Request for Parcel Tax (Measure EE) Exemption

Fiscal Year 2010-2011

for

**Owner and Occupant Who is Age 65 or Older as of June 30, 2010**

On November 3, 2009, seventy-five percent of the voters in Culver City Unified School District's (CCUSD) boundaries approved Measure EE for five years at an annual parcel tax fee of \$96. This "Direct Assessment" will appear on property tax bills beginning in tax fiscal year 2010-2011 and ending 2014-2015.

A "Request for Parcel Tax Exemption" form for the 2010-2011 tax year may be filed by the owner and occupant of his/her primary residence only if (s)he is 65 years of age or older as of June 30, 2010. An exemption application must be filed only one-time as long as the applicant continues to own/occupy the same residence. For the owner/occupant who moves into Culver City in the future, exemption applications will be accepted each year from January 15 - April 30.

The Measure EE Parcel Tax Exemption Form for the 2010-11 tax year is available at several locations including the Culver City Unified School District Administrative Office at 4034 Irving Place; the Culver City Senior Center at 4095 Overland Ave.; the Julian Dixon Library at 4975 Overland Ave.; and Culver City Hall at 9770 Culver Blvd. The Exemption Form can also be printed from the CCUSD website at [www.ccusd.org](http://www.ccusd.org). Alternatively, applicants can have a form mailed to them by calling (310) 842-4220, extension 4409.

CCUSD will be accepting exemption applications weekdays between 10:00am and 4:00pm beginning January 15, 2010 through April 30, 2010. All exemption applications must be received by CCUSD no later than 4:00pm on April 30, 2010.

The exemption application must be submitted in person at the administrative offices of the Culver City Unified School District, 4034 Irving Place, Culver City, CA 90232, by at least one owner and occupant (who is 65 by June 30, 2010) of the property as identified on the property tax bill which lists the Assessor's Identification Number (AIN). The following original documents must accompany the application, and will be verified and copied by CCUSD staff:

1. Proof of Ownership – 2009 Property Tax Bill.
2. Date of Birth – Acceptable documents include driver's license, state issued photo identification card, passport or birth certificate.
3. Proof of Primary Residence – A utility bill (dated October 2009 or later) from either Southern California Edison, The Gas Company or Water Company.



# CULVER CITY UNIFIED SCHOOL DISTRICT

4034 Irving Place Culver City, California 90232  
www.ccusd.org

## REQUEST FOR MEASURE EE PARCEL TAX EXEMPTION

To be completed by the person aged 65 or older who owns and resides at the property for which the tax exemption is claimed.

Assessor's ID Number (AIN): \_\_\_\_\_  
(You can find this 10-digit number on your property tax bill)

Name(s) of Owner(s)/Occupant(s): \_\_\_\_\_  
Last Name First Name  
\_\_\_\_\_ Last Name First Name

### Address of Property Location on Property Tax Bill:

Street Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Telephone Number: ( ) - \_\_\_\_\_ Birth Date(s): / / ; / /  
(mm/dd/yyyy) (mm/dd/yyyy)

Under penalty of perjury, I/we declare that this claim (including any accompanying proof of ownership, residence and age) is correct and complete.

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
Signature of Applicant Date

The following items must be submitted in person at the time of the application filing. Please bring original documentation. These documents will be verified and copied by District staff.

**DO NOT STAPLE, TAPE OR ATTACH IN ANY WAY.**

#### Ownership Verification

2009 Property Tax Bill

#### Date of Birth Verification

(Check One Only)

- CA Driver's License
- State Issued Photo I.D. Card
- Passport
- Birth Certificate

#### Primary Residence Verification

(Check One Only)

- So. Calif. Edison Bill \*
  - The Gas Company Bill \*
  - Water Company Bill \*
- \* Dated October 2009 or later

This application must be submitted in person on or before the last business day in April (April 30, 2010), no later than 4:00pm along with verification of ownership, date of birth and primary residence.

Questions or Requests: Call (310) 842-4220, extension 4409.

Exemption applications will be accepted on weekdays between 10:00am and 4:00pm, beginning January 15, 2010, and must be received by Culver City Unified School District before 4:00pm on the last business day in April (April 30, 2010).

**12.3 Enrollment Report**

The attached report displays enrollment information for the third and fourth months of the 2009-2010 school year. The report is presented in two formats: a monthly detail and a summary comparison.

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

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

**Culver City Unified School District**  
**Enrollment for the 3rd School Month (10/19/09 - 11/13/09)**  
**2009 - 2010**

<b>ELEMENTARY</b>	<b>El Marino</b>	<b>El Rincon</b>	<b>Farragut</b>	<b>La Ballona</b>	<b>Linwood Howe</b>	<b>Ind. Study</b>	<b>Total</b>
K	132	90	88	110	87	0	507
1	132	81	88	88	79	0	468
2	119	86	74	76	74	0	429
3	119	87	79	58	80	1	424
4	119	75	86	86	76	0	442
5	114	82	86	87	73	1	443
<b>Spec Class</b>	0	0	5	0	38	0	43
<b>Elementary Total</b>	<b>735</b>	<b>501</b>	<b>506</b>	<b>505</b>	<b>507</b>	<b>2</b>	<b>2756</b>

<b>SECONDARY</b>	<b>Middle School</b>	<b>High School</b>	<b>Culver Park</b>	<b>Ind. Study</b>	<b>Total</b>
6	513			0	513
7	506			0	506
8	512			0	512
9		605	0	1	606
10		613	1	6	620
11		543	28	9	580
12		492	38	28	558
<b>Spec Class</b>	27	43	0	0	70
<b>Secondary Total</b>	<b>1558</b>	<b>2296</b>	<b>67</b>	<b>44</b>	<b>3965</b>

<b>Total K-12 Enrollment</b>	<b>6721</b>
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**PRESCHOOL**

<b>Linwood Howe</b>	<b>El Marino</b>	<b>El Rincon</b>	<b>Farragut</b>	<b>La Ballona</b>	<b>CEE</b>	<b>Total</b>
57	17	40	8	86	95	303

**ADULT SCHOOL**

<b>Adult Basic Education</b>	<b>ESL</b>	<b>Citizenship</b>	<b>Adults with Disabilities</b>	<b>Voc. Education</b>	<b>Older Adults Prog</b>	<b>High School Subjects</b>	<b>Total</b>
139	689	17	23	136	315	281	1600

**Notes:**

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 281 students enrolled in high school subjects, 48 concurrently attend high school



**Culver City Unified School District**  
**Enrollment for the 4th School Month (11/16/09 - 12/11/09)**  
**2009 - 2010**

<b>ELEMENTARY</b>	<b>El Marino</b>	<b>El Rincon</b>	<b>Farragut</b>	<b>La Ballona</b>	<b>Linwood Howe</b>	<b>Ind. Study</b>	<b>Total</b>
<b>K</b>	132	89	88	110	88	0	507
<b>1</b>	132	81	88	89	81	0	471
<b>2</b>	120	85	74	76	74	0	429
<b>3</b>	119	88	80	59	80	1	427
<b>4</b>	119	74	84	86	77	0	440
<b>5</b>	114	82	86	88	73	1	444
<b>Spec Class</b>	0	0	5	0	38	0	43
<b>Elementary Total</b>	<b>736</b>	<b>499</b>	<b>505</b>	<b>508</b>	<b>511</b>	<b>2</b>	<b>2761</b>

<b>SECONDARY</b>	<b>Middle School</b>	<b>High School</b>	<b>Culver Park</b>	<b>Ind. Study</b>	<b>Total</b>
<b>6</b>	511			0	511
<b>7</b>	506			0	506
<b>8</b>	511			0	511
<b>9</b>		603	0	1	604
<b>10</b>		611	2	7	620
<b>11</b>		532	35	10	577
<b>12</b>		488	41	26	555
<b>Spec Class</b>	27	43	0	0	70
<b>Secondary Total</b>	<b>1555</b>	<b>2277</b>	<b>78</b>	<b>44</b>	<b>3954</b>

<b>Total K-12 Enrollment</b>	<b>6715</b>
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**PRESCHOOL**

<b>Linwood Howe</b>	<b>El Marino</b>	<b>El Rincon</b>	<b>Farragut</b>	<b>La Ballona</b>	<b>CEE</b>	<b>Total</b>
56	17	40	8	87	96	304

**ADULT SCHOOL**

<b>Adult Basic Education</b>	<b>ESL</b>	<b>Citizenship</b>	<b>Adults with Disabilities</b>	<b>Voc. Education</b>	<b>Older Adults Prog</b>	<b>High School Subjects</b>	<b>Total</b>
117	528	14	23	120	281	225	1308

**Notes:**

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 225 students enrolled in high school subjects, 52 concurrently attend high school

**Culver City Unified School District**  
**Enrollment Comparison**  
**08-09 vs 09-10**

ELEMENTARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	08-09	09-10	08-09	09-10	08-09	09-10	08-09	09-10	08-09	09-10
El Marino	707	734	707	733	707	735	705	736	708	
El Rincon	486	500	489	501	488	501	487	499	486	
Farragut	490	503	491	504	490	506	490	505	493	
La Ballona	498	514	500	507	499	505	491	508	487	
Linwood Howe	486	510	490	506	489	507	487	511	488	
Ind. Study	2	2	2	2	2	2	2	2	2	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	2669	2763	2679	2753	2675	2756	2662	2761	2664	0

SECONDARY	1st		2nd		3rd		4th		5th	
	School Month		School Month		School Month		School Month		School Month	
	08-09	09-10	08-09	09-10	08-09	09-10	08-09	09-10	08-09	09-10
Middle School	1526	1568	1531	1564	1530	1558	1525	1555	1525	
High School	2310	2322	2302	2318	2290	2296	2297	2277	2273	
Culver Park	76	65	75	64	74	67	75	78	72	
Ind. Study	48	43	51	44	59	44	59	44	58	
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3960	3998	3959	3990	3953	3965	3956	3954	3928	0

<b>K-12 Total</b>	<b>6629</b>	<b>6761</b>	<b>6638</b>	<b>6743</b>	<b>6628</b>	<b>6721</b>	<b>6618</b>	<b>6715</b>	<b>6592</b>	<b>0</b>
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1/12/10  
12.4

## BOARD REPORT

12.4 **First Reading of New Administrative Regulation 4117.11, Pre-retirement Part-Time Employment**

It is recommended practice that the Board of Education review Board Policies/Administrative Regulations that are significant to the operation of the District on a regular basis. District Administration recommends review of Administrative Regulation 4117.11, Pre-retirement Part-Time Employment to reflect mandated regulation and new law.

**Pre-retirement Part-Time Employment  
Personnel**

AR 4117.11/4317.11 (New)

On a case-by-case basis, the Superintendent or designee may allow a certificated employee to reduce his/her workload from full time to part time when doing so does not disrupt the educational program and is in the best interests of the district.

A certificated employee who is a member of the defined benefit program of the California State Teachers' Retirement System (STRS) and who reduces his/her workload to part time may maintain the retirement and health and welfare benefits that he/she would have received if employed on a full-time basis under the following conditions: (Education Code 22713, 44922)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

1. The option to reduce the employee's workload shall be exercised at the request of the employee and can be revoked only with the mutual consent of the Superintendent or designee and the employee. The agreement to reduce the workload shall be in effect at the beginning of the school year.
2. Prior to the reduction in workload, the employee shall have performed creditable service on a full-time basis for a minimum of 10 years, of which the immediately preceding five years were full-time employment.
3. The employee shall not have had a break in service during the five years immediately preceding the reduction in workload. Sabbaticals, other approved leaves of absence, and unpaid absences for personal reasons from full-time employment shall not constitute a break in service. However, the period of time during which a member is retired shall constitute a break in service and an employee who reinstates from retirement shall be required to be employed in creditable service on a full-time basis for at least five school years preceding the workload reduction.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

4. The employee shall have reached the age of 55 years prior to the workload reduction.
5. The employee shall not hold a position with a salary above that of a school principal.
6. The period of the reduced workload shall not exceed 10 years.
7. The reduced workload shall be equal to at least one-half of the full-time equivalent required by the employee's contract of employment in accordance with Education Code 22138.5 during his/her final year of full-time employment.
8. The employee shall be paid compensation that is the pro rata share of the compensation the employee would have earned had he/she not opted to reduce his/her workload.

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility in conjunction with the administrative staff of STRS and/or the Public Employees' Retirement System. (Education Code 22713)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Education Code 22713)

**Legal Reference:**

**EDUCATION CODE**

22119.5 Creditable service, definition

22138.5 Full-time, definition

22713 Part-time employment; reduction of workload from full-time; credit

44922 Regulations; reduction to part-time employment

**GOVERNMENT CODE**

21110-21120 Reduced workload, partial service retirement under PERS

53201 Health and welfare benefits: election by officers and employees

**BOARD REPORT**

**14.1a Approval is Recommended for the Superintendent to Submit the Race to the Top Memorandum of Understanding to the State**

The U.S. Department of Education released criteria for states to apply for Race to the Top funds. The California Department of Education recently released the Memorandum of Understanding (MOU) outlining the scope of work required of districts in order to participate in the process. Approval of the MOU will allow CCUSD to prepare a plan for the use of the funding should California be selected as a recipient of Race to the Top funds. The District may withdraw at any time without penalty. The deadline for submission of the MOU is January 8, 2010. The State has agreed to accept an MOU from CCUSD on January 13, 2010 if applicable.

**RECOMMENDED MOTION:** That the Governing Board of Culver City Unified School District approve the submission of the Race to the Top Memorandum of Understanding to the State.

Moved by:

Seconded by:

Vote:

**California's Race to the Top  
Participating Local Educational Agency (LEA)  
Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into by and between the State of California and Culver City Unified ("Participating LEA"). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

**I. SCOPE OF WORK**

Exhibit I, the Preliminary Scope of Work, indicates the Participating LEA is agreeing to implement all of the State's proposed reform plans ("State Plan" listed in Exhibit I) should the State's application be approved by the U.S. Department of Education (ED).

**II. PROJECT ADMINISTRATION**

**A. PARTICIPATING LEA RESPONSIBILITIES**

In assisting the State in implementing the tasks and activities described in the State's Race to the Top application, the Participating LEA subgrantee:

1) As a condition for participating in and receiving an allocation of funds under the State's Race to the Top program, must enter into an agreement with the State that will describe more specifically the mutual responsibilities of the State and LEA for planning and implementing the State's plan. The agreement will include the final scope of work and must be produced in collaboration with the State after participation in statewide conversations with participating LEAs. The agreement must be provided to the State within 90 days of the Race to the Top award to the State and must be approved by the State.

The agreement will include a detailed work plan describing specific goals, activities timelines, budgets, key personnel, and annual targets for key performance measures. The work plan must be consistent with the LEA's preliminary scope of work in this Memorandum of Understanding, with the approved State plan, and with further guidance that the State may provide. The State will approve the LEA for funding based on the scope and quality of the workplan and the LEA's capacity to implement the plan and address at the local level significant elements of the State's approved plan in a meaningful and high quality way. The agreement between the State and the LEA will also detail the State's responsibilities for providing or coordinating technical assistance, professional development, and other support for

the LEA in carrying out these functions, and how the State and LEA activities will be sequenced.

2) Will implement the LEA Plan as identified in this MOU, including Exhibits I (See Attachment 2.) and II (the agreement to be reached consistent with Section II-A-1) of this agreement;

3) Will, over the course of the project, work in good faith with the State and other participating LEAs to identify needs for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project;

4) Will actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education ("ED");

5) Will post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant;

6) Will participate, as requested, in any evaluations of this grant conducted by the State or ED;

7) Will be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;

8) Will participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

## **B. STATE RESPONSIBILITIES**

In assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

1) Work collaboratively with, and support the Participating LEA in carrying out the LEA Plan as identified in Exhibit I and in the agreement to be developed under Section II-A-1 above;

2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA's approved work plan described in Section II-A-1 above;



- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Provide or coordinate technical assistance, professional development, and support consistent with Section II-A-1 above.

### **C. JOINT RESPONSIBILITIES**

- 1) The State and the Participating LEA will collaborate in good faith to ensure alignment and coordination of State and local planning and implementation activities in order to effectively and efficiently achieve the core goals of the State's plan, consistent with their respective roles under State law and policy.
- 2) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 3) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 4) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 5) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

### **D. STATE RECOURSE FOR LEA NON-PERFORMANCE**

If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

### **III. ASSURANCES**

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the State's Race to the Top grant application and is supportive of and will work to implement the entire State plan, as defined by the State, and consistent with Exhibit I;
- 3) Will provide a Final Scope of Work and detailed work plans consistent with Section II-A-1 above if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will enter into an agreement with the State consistent with Section II-A-1 above; and
- 4) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

#### **IV. MODIFICATIONS**

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

#### **V. DURATION/TERMINATION**

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, upon termination for non-compliance, or upon mutual agreement of the parties, whichever occurs first.

Nothing in this Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employees and their employers. By way of the signatures below, the LEA and local collective bargaining representative agree to confer in good faith over matters within the scope of the MOU and agree further that those portions of the MOU subject to collective bargaining shall be implemented only upon the agreement of the LEA and the local collective bargaining representative.

**Please submit a statement of intent to participate by December 31, 2009 by e-mail to [info@caracetothetop.org](mailto:info@caracetothetop.org).**

**Please submit a copy of the signed MOU in PDF format by e-mail to [info@caracetothetop.org](mailto:info@caracetothetop.org) or by fax to the California Department of Education at 916-319-0100 on or before January 8, 2010.**

**VI. SIGNATURES**

**LEA Superintendent** (or equivalent authorized signatory) - required:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**President of Local School Board** (or equivalent, if applicable):

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**Local Teachers Union Leader** (if applicable):

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**Authorized State Official** (required)

By its signature below, the State hereby accepts the LEA as a Participating LEA.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

**BOARD REPORT**

**01/12/2010**

**14.2a**

**14.2a Expulsion of Pupil Services Case #09-09**

When students are in violation of Education Code Section §48900 and Board Policy 5144.1, principals may suspend students consistent with Administrative Regulation 5144.1. Certain violations are of a serious nature that requires a recommendation to the Governing Board for expulsion. In such cases a Hearing Panel is formed as outlined in Board Policy to consider the case.

The Culver City High School Principal is recommending expulsion of Pupil Services Case # 09-09.

RECOMMENDED ACTION:            That the Board approve the recommendation of Pupil Services Case #09-09 as presented and that the student be placed in County Community Day School or another school determined by his parents, at parental expense, until August 2010.

Moved by:

Seconded by:

Vote:

## BOARD REPORT

01/12/2010

14.2b

### **14.2b Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #15-09**

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

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

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

District Administration recommends that Case #15-09, a 12th grade student at Culver City High School, be expelled from the Culver City Unified School District. The student will be expelled under the terms and conditions of a stipulated expulsion that will remain in effect until August 2010.

RECOMMENDED MOTION:            That the Board approve the stipulated expulsion of Case # 15-09 until August 2010 and that the student enroll in County Community Day School.

Moved by:

Seconded by:

Vote:

## BOARD REPORT

01/12/2010

14.2c

### **14.2c Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #16-09**

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

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

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

District Administration recommends that Case #16-09, an 8th grade student at Culver City Middle School, be expelled from the Culver City Unified School District. The student will be expelled under the terms and conditions of a stipulated expulsion that will remain in effect until August 2010.

RECOMMENDED MOTION:            That the Board approve the stipulated expulsion of Case # 16-09 until August 2010 and that the student enroll in County Community Day School.

Moved by:

Seconded by:

Vote:

**BOARD REPORT**

**01/12/2010  
14.2d**

**14.2d Approval is Recommended for the Program Improvement Plan for Culver City Middle School**

Section 116 of the No Child Left Behind Act of 2001 requires that each school identified for Program Improvement, not less than 3 months after being identified, develop or revise a school plan in consultation with parents and school staff.

Culver City Middle School is submitting their Program Improvement Plan for Board approval.

**RECOMMENDED MOTION:** That the Board approve the Program Improvement Plan for Culver City Middle School.

Moved by:

Seconded by:

Vote:

School Name: Culver City Middle School

CDS Code \_\_\_\_\_

Date of Board Approval \_\_\_\_\_

**PROGRAM IMPROVEMENT – Year 3-4 – 2009-2010, 2010-2011, 2011-2012**

The No Child Left Behind Act of 2001(Section 116) requires that each school identified for school improvement, not less than 3 months after being identified, develop or revise a school plan in consultation with parents, school staff, the LEA serving the school and outside experts, for approval by the LEA. The school plan shall cover a 2-year period and incorporate the following:

<b>Required Components</b>	<b>Action Steps</b>	<b>Person Responsible</b>	<b>Budget</b>
<p>(1) Strategies based on scientifically-based research that strengthens the core academic subjects in the school.</p>	<p>Based on the 2008-2009 California Content Standards Test (CST) scores, CCMS was identified as Program Improvement (PI) due to the fact that the English Learners subgroup did not make its Adequate Yearly Progress (AYP) in English or math and our Latino subgroup did not make its AYP in math. CCMS will implement the following interventions in order to support these students:</p> <ul style="list-style-type: none"> <li>A. Analyze the test scores with grade level math and English Language Arts Departments. This data, taken from CST and Galileo Benchmark Assessments, will be used to place students in intervention classes and offer tutoring to students based on their individual needs.</li> <li>B. Research effective practices, in particular, Specially Designed Academic Instruction in English (SDAIE) strategies, in order to implement the most effective teaching strategies for our English Learners. These strategies will be presented at monthly Staff Meetings.</li> <li>C. Attend Quality Education Implementation Act (QEIA). Integrating Technology for English Language Learners (ITELL) and Kate Kinsella workshops and share its content with CCMS staff at monthly Staff Meetings.</li> <li>D. Collaborate during common department prep periods to discuss best practices and pacing guides.</li> <li>E. Use Classroom Quality for English Language Learners (CQELL) protocol to evaluate them and improve classroom instruction.</li> </ul>	<p>2009-2012 Principal Teachers Parents Counselors School Site Council ELAC ELD Specialist Director of Special Projects</p>	<p>SI Budget Title I Budget District Budget</p>
<p>(2) Policies and practices concerning the school's core academic subjects that have the greatest likelihood of ensuring academic success for all groups of students.</p>	<ul style="list-style-type: none"> <li>A. Identify and enroll qualifying English Learners in Math Builders and Literacy proficiency class as their elective during the school day.</li> <li>B. Direct At risk English Learners to attend individualized supplemental tutoring (math and ELA) through our Advisor/Advisee program before/after school based on their CST scores.</li> </ul>	<p>2009-2012 School Site Council Administration At-Risk Counselor Teachers Classified Staff</p>	<p>Title I Budget SI Budget ELAP Budget Empower Our Schools Budget</p>



Required Components	Action Steps	Timeline/ Person Responsible	Budget
<p>(3) Assurance that the school will spend at least 10% of the funds made available to the school for the purpose of providing the school's teachers and principal with high-quality professional development.</p>	<p>C. Receive a rigorous standards-based curriculum.  D. Increase parental involvement and academic achievement by creating a "student success plan" with parent and student.  E. Collaborate with grade-level departments to analyze CST and Gallien Benchmark Assessments.  F. Hire Bilingual Instructional Assistants who will be in ELD classrooms and ELD cluster classrooms for additional support and for translation purposes during parent meetings.  G. Participate in a raffle for prizes as part of our "Do Your Best on the Test" incentive program sponsored by our Panther Partners for those students who improve their CST scores or maintain their "Advanced" or "Proficient" status.</p>	<p>2009-2012  Administration  School Site Council  ELAC  ELD Specialist  Director of Special Projects</p>	<p>Title I Budget  SI Budget  District Budget  ELAP Budget</p>
<p>(4) Specify how funds used for professional development will be used to remove the school from P1 status.</p>	<p>A. Establish a Professional Learning Community (PLC), consisting of Administrators, Counselors, and ELD teachers to analyze the data of our Long-Term English Learners (L-TELS) subgroup and discuss application of EL strategies.  B. Attend conferences relating to English Learners subgroup. Examples include OELA, TELL, and Kate Kinsella trainings. Teachers will share new ideas with colleagues in department meetings and on staff development days.  C. Bring in experts on English Learners instructional topics such as inclusion as well as subject matter specialists.  D. Review and share literature relating to English learners at faculty meetings and staff development.  E. Participate in a one day professional development entitled "Meeting the Needs of Secondary Long Term English Learners."</p>	<p>2009-2012  Administration  Teachers  Counselors  ELD Specialist  Director of Special Projects</p>	<p>Title I Budget  SI Budget  District Budget  ELAP Budget</p>
<p>(5) Establish specific annual, measurable</p>		<p>2009-2012</p>	<p>SI Budget</p>

Required Components	Action Steps	Person Responsible	Budget
<p>objectives for continuous and substantial progress by each student subgroup</p>	<p>A. Make the AMAO benchmark in math (52.5%) and ELA (51%) and our Latino subgroup will make their AMAO in math on the 2009 2010 STAR test.            B. Monitor the progress of our and ensure teacher adherence to department standards based pacing guides (evaluation process and walk-throughs), assessments from core materials, as well as report card grades.</p>	<p>Teachers            Administration            Parents            Counselors</p>	<p>Title I Budget            ELAP Budget</p>
<p>(6) A description of how the school will provide written notice about the PI identification to parents of each student enrolled in the school, in a format and, to the extent practicable, in a language parents can understand.</p>	<p>A. Continue to notify parents of Program Improvement through US Mail by the date the state indicates.</p>	<p>2009-2012            Administration            Director of Special Projects</p>	<p>SI Budget            Title I Budget            ELAP Budget</p>
<p>(7) Strategies to promote effective parental involvement</p>	<p>A. Send PACE messages in English and Spanish to inform parents of important events/meetings at the school and make personal phone calls to parents of Long-term English Learners (L-TELS).            B. Hold parent information nights for parents throughout the year with a Spanish translator present, including "coffee and pie" during an evening which will be specific to English Learners. Workshops will be provided to parents instructing them on accessing the CCMS Parent Portal. Childcare will be provided.            C. Hold "coffee and chats" for parents to promote a venue for informal parent dialogue.            D. Post grades and attendance through CCUSD Parent Portal and homework through CCMS website</p>	<p>2009-2012            Administration            Counselors            Teachers            School Site Council            ELAC            Parents            Director of Special Projects            Classified Staff</p>	<p>SI Budget            Title I Budget            ELAP Budget</p>
<p>(8) Specify the responsibilities of the school, the LEA and the SEA including the technical assistance to be provided by the LEA.</p>	<p>A. Provide CCMS access to CST and Galileo Benchmark information for analysis.            B. Receive support from CCUSD in locating and funding books/journals/professional development opportunities for use with CCMS teachers.            C. Maintain a relationship with LACOE representatives regarding technical assistance.</p>	<p>2009-2012            Director of Special Projects            Asst. Superintendent of Educational Services</p>	<p>District Budget            ELAP Budget</p>
<p>(9) Activities, as appropriate for before school, after school, during the summer and during any extension of the school year.</p>	<p>A. Continue to provide intervention classes in math and language arts for Title I students before/after the school day. These classes will be highly individualized and focus on re-teaching the standards.            B. Refer Long Term English Learners to supplemental before/after school through the advisor/advisee program.            C. Offer Saturday Success Academy to improve mathematics and English Language Arts (ELA) skills.</p>	<p>2009-2012            CCMS Admin.            CCMS teachers            CCMS Counselors</p>	<p>Title I Budget            SI Budget            Empower Our Schools            Budget</p>

<b>Required Components</b>	<b>Action Steps</b>	<b>Timeline/ Person Responsible</b>	<b>Budget</b>
(10) Incorporation of a teacher mentoring program	<p>D. Provide an organizational class ("Binder Buddies") will be available to students who may struggle with organization and an Acculturation Counseling Group will be available through our counseling department.</p> <p>E. Provide Homework Help in math and ELA will be available for all students.</p> <p>A. Identify teachers with expertise in working with English Learners will be identified and used to coach teachers that are having difficulty teaching these students.</p>	<p>2009-2012 CCMS Admin. CCMS Teachers ELD Specialist Director of Special Projects</p>	<p>SI Budget Title 1 Budget District Budget ELAP Budget</p>

**BOARD REPORT**

**01/12/2010**

**14.2e**

**14.2e Approval is Recommended for the Los Angeles County Arts Commission Consultant Services Agreement with the Culver City Unified School District**

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.

Moved by:

Seconded by:

Vote:

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 2009/2010)

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"), witnesseth:

**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, Nine Hundred Dollars and Zero Cents (\$9,900). 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 Bush, Arts Coordinator, Culver City Unified School District shall serve as the primary contact for the Contractor.

**FOURTH:** The terms of the contract shall commence upon signing of the contract by the parties to June 30, 2010.

**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:  
Board President/Officer (Signature)  
Steven Gourley, President  
Board President/Officer (Print/type name)

By: \_\_\_\_\_ Date:  
Superintendent (Signature)  
Dr. Myrna Rivera Coté, Superintendent  
Superintendent (Print/type name)

APPROVED AS TO FORM:  
ROBERT E. KALUNIAN  
ACTING COUNTY COUNSEL

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



**EXHIBIT A**

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

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## 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 Consultants 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 675e 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 Safely 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 Safely 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.babysafela.org](http://www.babysafela.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 OR 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 Automotive 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.

**§ 709. Consultant's Warranty of Compliance with the County's Defaulted Property Tax Reduction Program.** The Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the Consultant qualifies for an exemption or exclusion, the Consultant 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 Los Angeles County Code Chapter 2.206.

**§ 710. Termination for Breach of Warranty to Maintain Compliance with the County's Defaulted Property Tax Reduction Program.** Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 709 shall constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Consultant to cure such default within 10 days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of the Consultant, pursuant to County Code Chapter 2.206.

## **§ 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 supersede 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 disposal at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible in providing services.

**§ 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.

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**Exhibit B**  
*Arts for All Residency Grant Program*  
**SCOPE OF WORK**

**Background**

The *Arts for All* Residency Grant Program is a key strategy of Arts for All: Los Angeles County Regional Blueprint for Arts Education, which provides a series of policy changes and educational initiatives to create systemic change and institutionalize arts education in each of the 81 school districts in Los Angeles County (County). Through the *Arts for All* Residency Grant Program, the 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 LAArtsEd.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 2009-2010 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 [LAArtsEd.org](http://LAArtsEd.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**

<b><i>Deliverables</i></b>	<b><i>Payment Schedule</i></b>
<ul style="list-style-type: none"><li>▪ Upon execution of contract, Contractor shall schedule a residency planning meeting between all participating teachers and artists.</li><li>▪ Contractor shall submit written notice of residency planning meeting time and location to County seven (7) days in advance of the meeting.</li><li>▪ Contractor shall conduct a residency planning meeting between all participating teachers and artists.</li><li>▪ Contractor shall complete and submit to County the residency plan worksheet prior to the classroom instruction commencing. (TASK 1)</li></ul>	Upon acceptable completion, submit invoice #1 for \$ 2,500 (25% of contract)
<ul style="list-style-type: none"><li>▪ Contractor shall conduct the residency program as set forth in Exhibit C</li><li>▪ Contractor shall collect assessment data as set forth in Exhibit C.</li><li>▪ Contractor shall complete a final report on the County prescribed template.</li><li>▪ Contractor shall complete all residencies and submit final report no later than June 30, 2010. (TASK 2)</li></ul>	Upon acceptable completion, submit invoice #2 for \$7,400 (75% of contract)

## Exhibit C

### Residency Program Details



**2009/2010 ARTS FOR ALL RESIDENCY PROGRAM**  
**Request for Grant Funding for Arts for All Districts**

Due Date: June 1, 2009 via email to [mkirkpatrick@arts.lacounty.gov](mailto:mkirpatrick@arts.lacounty.gov)

**FORM 1 – OVERVIEW AND AUTHORIZATION**

**A. SCHOOL DISTRICT INFORMATION**

1. Name of School District **Culver City Unified**
2. Total Number of Elementary Schools **5** Middle Schools **1** High Schools **2**
3. Total Number of Students **6,660**
4. Name and Title of Contact for Arts for All Residency Program **Inez S. Bush, District Arts Consultant**
5. Address, City, Zip **4034 Irving Place, Culver City, CA 90232**
6. Email, Phone, Fax **inezbush@ccusd.org, inez@gramercypartners.biz, t: 310.842.4215 x.4215, f: 310.842.4274**
7. Name and Title of Person Completing the Request for Funding **Inez S. Bush**
8. Email, Phone, Fax **same as above**

**B. RESIDENCY PROGRAM OVERVIEW**

How many copies of Form 2 are attached? **1** Please summarize that data below.

Total # of classroom residencies	Total # of Students	Total # of Teachers
<u>23</u>	<u>507</u>	<u>23</u>

Total # of residencies by school level:

Elementary School	Middle School	High School
<u>23</u>	—	—

Total # of residencies by arts discipline

Dance	Music	Theatre	Visual Arts
<u>7</u>	<u>8</u>	<u>8</u>	—

**C. REQUEST FOR GRANT FUNDING OVERVIEW**

	PROJECT BUDGET	2009/2010 School District Match			2009/2010 Grant Funding Request
		75% CASH	25% IN KIND		
<b>Artistic Fees</b>	\$19,750	= \$5,000	\$4,875	+	\$9,875

*\*Note: the cash match must come from school or district funds.*

**D. AUTHORIZATION**

Please certify that the Superintendent understands the requirements of participation and approves the submission of this request for funding by typing the name of the Superintendent in the section below.

Dr. Myrna Rivera Coté  
 Superintendent

November 19, 2009  
 Date





# LOS ANGELES COUNTY ARTS COMMISSION

## 2009/2010 ARTS FOR ALL RESIDENCY PROGRAM

Due Date: June 1, 2009 via email to [mkirkpatrick@arts.lacounty.gov](mailto:mkirkpatrick@arts.lacounty.gov)

### FORM 2 - RESIDENCY PROGRAM DETAILS

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 Culver City Unified School District

<b>Arts Education Provider Name</b> <u>Music Center, Performing Arts Center of LA County</u>	<b>Program Name</b> <u>The Skirball Artist-Teacher Partnership Kindergarten Program</u>	<b>Art Form</b> <u>Dance, Music, Theatre</u>
--	---	--

School Name	Participating Teacher	Grade	# of Students (Projected)	Dates	Dates are Proposed or Confirmed	Date of First Teacher/Artist Planning Meeting	Cost
<u>El Marino Elementary</u>	<u>All K, names tbd</u>	<u>K</u>	<u>132</u>	<u>01/10 – 06/10</u>	<u>Proposed</u>	<u>Tbd</u>	<u>\$5000</u>
<u>El Rincon Elementary</u>	<u>All K, names tbd</u>	<u>K</u>	<u>90</u>	<u>01/10 – 06/10</u>	<u>Proposed</u>	<u>Tbd</u>	<u>\$3500</u>
<u>Farragut Elementary</u>	<u>All K, names tbd</u>	<u>K</u>	<u>87</u>	<u>01/10 – 06/10</u>	<u>Proposed</u>	<u>Tbd</u>	<u>\$3500</u>
<u>La Ballona Elementary</u>	<u>All K, names tbd</u>	<u>K</u>	<u>110</u>	<u>01/10 – 06/10</u>	<u>Proposed</u>	<u>Tbd</u>	<u>\$4250</u>
<u>Linwood E. Howe Elementary</u>	<u>All K, names tbd</u>	<u>K</u>	<u>88</u>	<u>01/10 – 06/10</u>	<u>Proposed</u>	<u>Tbd</u>	<u>\$3500</u>

#### Summary of residencies provided by this Arts Education Provider/Program

Total # of classroom residencies (count lines above)	Total # of Students	Total # of Teachers	Total Cost
<u>23</u>	<u>507</u>	<u>23</u>	<u>\$19,750</u>

### Narrative

12. Please list the student learning goals in the arts for these residencies.

The attached sample lesson plans serve as an overview for the student learning goals achieved through the Skirball Kindergarten Artist Residency. Each week, the performing artist and teacher map out goals for the following week to tie into the curriculum being taught. Certain standards and domains are addressed with each activity selected by the teaching artist and each lesson has an overall theme that connects with what the kindergarten students are learning that week (weather, body, plants, holidays, etc.). The classes are structured as follows: 30 min. class with the students, followed by a 15 min. evaluation and planning period with the teacher.

All five areas of the California VAPA standards are covered over the course of the residency including Artistic Perception, Creative Expression, Cultural Context, Aesthetic Valuing and Connections. The program is very interactive, with the students dancing, singing, and moving in many of the activities. The sample lesson plans indicate that although there is a discipline focus (music, dance, theatre) a number of standards are covered in a variety of disciplines. In addition, the music program introduces instruments to the students, where they have opportunities to actually play the instrument. The Dance/movement program introduces different dance genres to the students including ballet, tap, jazz, and folk.



## LOS ANGELES COUNTY ARTS COMMISSION 2009/2010 ARTS FOR ALL RESIDENCY PROGRAM

The Skirball Kindergarten Artist Residency serves as a way to integrate the arts into teaching. By working closely with each teacher over the course of the residency, the teacher is then able to take over the teaching of the art class by the last lesson. They have become comfortable working within the new discipline and deepened their relationship to the art form, which is a major hurdle for many teachers without an arts background.

Student learning goals overview (please see attached lessons for specific goals):

- Students will be introduced to the VAPA standards.
- Students will learn core curriculum through arts integration.
- Students will have arts experiences that enhance their learning and life skills including skills in collaboration, critical thinking and problem solving.

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

As a vanguard "Arts for All" school district, CCUSD is committed to stimulating, sequential K12 arts education that empowers and inspires students' self-confidence and capacity for creative and critical thinking. The district goal is to introduce the arts into the curriculum at the beginning of the students' learning career, and to train the teachers to utilize the arts as a tool to meet their teaching objectives. Building on the previous years' success, CCUSD teachers continue to expand their ability to incorporate arts integrative methods into their educational practice.

Currently in its second year in the Culver City Unified School District (CCUSD), the Music Center Skirball Artist-Teacher Partnerships Residency Program (formerly the Wolf Trap Residency Program) continues to successfully deliver arts instruction to the district's 23 kindergarten classrooms. Kindergarten students receive arts instruction from skilled arts professionals and teachers continue to expand their skill set by learning creative ways to teach their core subjects while gaining confidence in delivering arts curriculum.

The Skirball Artist-Teacher Partnerships Program is a specially designed kindergarten curriculum that not only fills a huge void for the kindergarten students by introducing music, dance/movement and drama into the curriculum, but also meets the professional development needs of the teachers. As the program continues, the teachers are able to do more side-by-side teaching, resulting in more collaboration and partnering with their teaching artists.

14. 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 Los Angeles Music Center conducts the evaluations with the teachers, principals, and the district's Arts Consultant to measure the impact of the program on both the teachers and the students. Areas of high praise include engagement of students across all developmental stages, incorporation of the VAPA standards in the lessons, and the active learning of the students performing in short plays and playing musical instruments.

Three students from each class are monitored across the residency. Common themes that emerge from these evaluations include increased class participation, increased listening and paying attention to tasks, and increased self-esteem in the students.

In the area of professional development, the teachers indicate that they continue to learn new activities to engage the students, and feel more confident in the area of their training (music, movement, or drama).

Last year the residency program received a resounding 96% overall rating from the participating teachers.

## BOARD REPORT

1/12/2010

14.2f

**14.2f Approval is Recommended for the Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints**

As a result of the Valenzuela/CAHSEE lawsuit settlement and Williams Legislation, a uniform complaint report summary must be submitted quarterly to the Board of Education and the Los Angeles County Office of Education. The summary for the reporting period of October 1, 2009 through December 31, 2009 is presented here for Board approval. There were no complaints during this period.

RECOMMENDED MOTION: That the Board approves the Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints for the period of October 1, 2009 through December 31, 2009.

Moved by:

Seconded by:

Vote:



**Los Angeles County  
Office of Education**  
Leading Educators • Supporting Students  
Serving Communities

**Williams/Valenzuela/CAHSEE Lawsuit Settlement  
Quarterly Report on Uniform Complaints**

District Name: Culver City  
Unified School District

Date: 1/13/2010

Person completing this form: Gwenis Laura

Title: Assistant Superintendent  
Educational Services

Quarter covered by this report (Check One Below):

- |   |                          |     |        |
|---|--------------------------|-----|--------|
| <input type="checkbox"/> 1st QTR            | July 1 to September 30   | Due | 15-Oct |
| <input checked="" type="checkbox"/> 2nd QTR | October 1 to December 31 | Due | 15-Jan |
| <input type="checkbox"/> 3rd QTR            | January 1 to March 31    | Due | 15-Apr |
| <input type="checkbox"/> 4th QTR            | April 1 to June 30       | Due | 15-Jul |

Date for information to be reported publicly at governing board meeting: 1/12/2010

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
<b>TOTAL</b>	0	0	0

Print Name of District Superintendent Dr. Myrna Rivera Coté

Signature of District Superintendent \_\_\_\_\_ Date 1/13/2010

Return the **Quarterly Summary** to:  
Williams Legislation Implementation Project  
Los Angeles County Office of Education  
c/o Kirit Chauhan, Williams Settlement Legislation  
9300 Imperial Highway, EC 279  
Downey, CA 90242

Telephone: (562) 803-8382  
FAX: (562) 922-6879  
E-Mail: Chauhan\_Kirit@laoe.edu

**14.3a Budget Revisions to the General Fund**

In accordance with Education Code 42127, all budget revisions to major object codes are to be approved by the governing board of the district.

The attached budget revisions reflect changes to the unrestricted and restricted portions of the General Fund. The total impact of these budget revisions on the Unrestricted General Fund is an increase of 18,263.00 in revenues. The total impact on the Restricted General Fund (1.0) is a decrease of \$185,258 in revenues and a corresponding increase in revenue to SELPA in the Restricted General Fund (1.7). Details of the attached budget revisions are as follows:

- General Ledger Journal ID Number #R1034 increases Unrestricted General Fund revenues by \$18,263. This revision results from the school safety and violence program budget adjustments based on an updated estimated entitlement from CDE.
- General Ledger Journal ID Number #R1035 decreases Restricted General Fund (1.0) revenues by \$185,258. This revision results from the transfer of revenue from Special Education to SELPA.
- General Ledger Journal ID Number #R1036 increases Restricted General Fund (1.7) SELPA revenues by \$185,258. This increase results from the transfer of revenue from the Special Education budget.

**Recommended Motion:** That the Board of Education approve the budget revisions to the General Fund as outlined in the attached Budget Revision Summary sheets dated January 12, 2010.

**Moved by:**

**Seconded by:**

**Vote:**

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

Division of Business Advisory Services  
9300 Imperial Highway\* Downey, CA 90242-2890

Submit to Business Advisory Service - EC Annex  
**Budget Adjustment Summary**  
K-12/ROPs/JPA's

District(Unit)Number 64444	GL Journal ID Number R1034	Fund Number 01.0
Fund Name Gen Fund	Unrestricted / Restricted (Circle One) Unrestricted	

Date of Summary 1/12/2010	Name of School District CULVER CITY UNIFIED SCHOOL DISTRICT
------------------------------	--

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustments Increase (Decrease)
1. Revenue Limit	8011-8099			
2. Federal	8100-8299			
3. State	8300-8599	8590	06405	\$18,263.00
4. Local	8600-8799			
5. Transfers In	8910-8929			
6. Other Sources	8930-8979			
7. Contribution to Restricted Programs	8980-8999			
8. Total Revenues/Other Financing Sources				\$ 18,263.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustments Increase (Decrease)
1. Certificated Salaries	1000-1999		
2. Classified Salaries	2000-2999		
3. Employee Benefits	3000-3999		
4. Books and Supplies	4000-4999		
5. Services, Other Operating Expenses	5000-5999		
6. Capital Outlay	6000-6999		
7. Other Outgo	7100-7299		
8. Interprogram/Interfund Support Cost	7300-7399		
9. Interfund Transfers Out	7610-7629		
10. Other Uses	7630-7699		
11. Total Expenditures, Transfers and Other Uses			0.00
C. Subtotal A8 - B11(will increase/decrease Ending fund Balance)			18,263.00

NOTE: If C is zero, go to narrative section on reverse side of form. Narrative and certification sections must be completed.

DISTRIBUTION: Original to Business Advisory Services; Copy to School Financial Services-Accounting Section; Copy returned to district upon approval.

D. Components of Ending Fund Balance	Object Code	Resource Code	Budget Adjustments Increase (Decrease)
<b>1. Reserved Amounts</b>			
a. Revolving Cash Fund	9711		
b. Stores	9712		
c. Prepaid Expenses	9713		
d. General Reserve	9730		
e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
<b>Total Reserved Amounts</b>			\$ -

2. Designated Amounts	Object Code	Resource Code	Budget Adjustments Increase (Decrease)
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
b. For Other:	9780		
b. For Other:	9780		
<b>Total Designated Amounts</b>			\$ -

	Account Code		
3. Unappropriated/Undesignated Amount NOTE: The sum of lines D1. 2, and 3 must equal C on Page 1.	9790	\$	18,263.00

**E. Narrative Explanation for this Revision - Must be Completed.**  
 school safety and violence prevention program budget adjustment based on CDE estimated entitlement.

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**F. School District Certification - Must be Completed**

Name of School District's Contact Person Ali Delawalla		Telephone Number of Contact Person (310) 842 - 4220 xt 4234
Date of Board Approval 1/12/2010	Signature of the Secretary of the Board/Designee	Date Signed (Month/Day/Year)

Submit one (1) certified original and two (2) copies of this summary to:  
 Division of Business Advisory Services, EC Annex  
 Los Angeles County Office of Education  
 9300 Imperial Highway  
 Downey, Ca 90242-2890

Approved:  
 Dr. Darline Robles  
 Los Angeles County  
 Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY By:	Date Signed (Month/Day/Year)
---	------------------------------

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

Division of Business Advisory Services  
9300 Imperial Highway\* Downey, CA 90242-2890

Submit to Business Advisory Service - EC Annex

**Budget Adjustment Summary**  
K-12/ROPs/JPA's

District(Unit)Number 64444	GL Journal ID Number R1035	Fund Number 01.0
Fund Name Gen Fund	Unrestricted / Restricted (Circle One) Restricted	

Date of Summary 1/12/2010	Name of School District CULVER CITY UNIFIED SCHOOL DISTRICT
------------------------------	--

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustments Increase (Decrease)
1. Revenue Limit	8011-8099			
2. Federal	8100-8299			
3. State	8300-8599	8311	65000	(\$185,258.00)
4. Local	8600-8799			
5. Transfers In	8910-8929			
6. Other Sources	8930-8979			
7. Contribution to Restricted Programs	8980-8999			
8. Total Revenues/Other Financing Sources				\$ (185,258.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustments Increase (Decrease)
1. Certificated Salaries	1000-1999		
2. Classified Salaries	2000-2999		
3. Employee Benefits	3000-3999		
4. Books and Supplies	4000-4999		
5. Services, Other Operating Expenses	5000-5999		
6. Capital Outlay	6000-6999		
7. Other Outgo	7100-7299		
8. Interprogram/Interfund Support Cost	7300-7399		
9. Interfund Transfers Out	7610-7629		
10. Other Uses	7630-7699		
11. Total Expenditures, Transfers and Other Uses			0.00
C. Subtotal A8 - B11(will increase/decrease Ending fund Balance)			-185,258.00

NOTE: If C is zero, go to narrative section on reverse side of form. Narrative and certification sections must be completed.

DISTRIBUTION: Original to Business Advisory Services; Copy to School Financial Services-Accounting Section; Copy returned to district upon approval.



D. Components of Ending Fund Balance	Object Code	Resource Code	Budget Adjustments Increase (Decrease)
<b>1. Reserved Amounts</b>			
a. Revolving Cash Fund	9711		
b. Stores	9712		
c. Prepaid Expenses	9713		
d. General Reserve	9730		
e. Restricted Balances (i.e., statutory only)	9740		
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e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
<b>Total Reserved Amounts</b>			\$ -

2. Designated Amounts	Object Code	Resource Code	Budget Adjustments Increase (Decrease)
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
b. For Other:	9780		
b. For Other:	9780		
<b>Total Designated Amounts</b>			\$ -

	Account Code		
3. Unappropriated/Undesignated Amount NOTE: The sum of lines D1, 2, and 3 must equal C on Page 1.	9790		\$ (185,258.00)

**E. Narrative Explanation for this Revision - Must be Completed.**

CCUSD Special Education revenue includes SELPA revenue. Transfer SELPA revenue to fund 01.7

**F. School District Certification - Must be Completed**

Name of School District's Contact Person <b>Ali Delawalla</b>		Telephone Number of Contact Person <b>(310) 842 - 4220 xt 4234</b>
Date of Board Approval <b>1/12/2010</b>	Signature of the Secretary of the Board/Designee	Date Signed (Month/Day/Year)

Submit one (1) certified original and two (2) copies of this summary to:

Division of Business Advisory Services, EC Annex  
Los Angeles County Office of Education  
9300 Imperial Highway  
Downey, Ca 90242-2890

Approved:

Dr. Darline Robles  
Los Angeles County  
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY

By:

Date Signed (Month/Day/Year)

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

Division of Business Advisory Services  
9300 Imperial Highway\* Downey, CA 90242-2890

Submit to Business Advisory Service - EC Annex

**Budget Adjustment Summary**  
K-12/ROPs/JPAs

District(Unit)Number 64444	GL Journal ID Number R1036	Fund Number 01.7
Fund Name SELPA	Unrestricted / Restricted (Circle One) Restricted	

Date of Summary 1/12/2010	Name of School District CULVER CITY UNIFIED SCHOOL DISTRICT
------------------------------	--

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustments Increase (Decrease)
1. Revenue Limit	8011-8099			
2. Federal	8100-8299			
3. State	8300-8599	8311	65000	\$185,258.00
4. Local	8600-8799			
5. Transfers In	8910-8929			
6. Other Sources	8930-8979			
7. Contribution to Restricted Programs	8980-8999			
8. Total Revenues/Other Financing Sources				\$ 185,258.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustments Increase (Decrease)
1. Certificated Salaries	1000-1999		
2. Classified Salaries	2000-2999		
3. Employee Benefits	3000-3999		
4. Books and Supplies	4000-4999		
5. Services, Other Operating Expenses	5000-5999		
6. Capital Outlay	6000-6999		
7. Other Outgo	7100-7299		
8. Interprogram/Interfund Support Cost	7300-7399		
9. Interfund Transfers Out	7610-7629		
10. Other Uses	7630-7699		
11. Total Expenditures, Transfers and Other Uses			0.00
C. Subtotal A8 - B11 (will increase/decrease Ending fund Balance)			185,258.00

NOTE: If C is zero, go to narrative section on reverse side of form. Narrative and certification sections must be completed.

DISTRIBUTION: Original to Business Advisory Services; Copy to School Financial Services-Accounting Section; Copy returned to district upon approval.

D. Components of Ending Fund Balance	Object Code	Resource Code	Budget Adjustments Increase (Decrease)
<b>1. Reserved Amounts</b>			
a. Revolving Cash Fund	9711		
b. Stores	9712		
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e. Restricted Balances (i.e., statutory only)	9740		
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e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
e. Restricted Balances (i.e., statutory only)	9740		
<b>Total Reserved Amounts</b>			\$ -

2. Designated Amounts	Object Code	Resource Code	Budget Adjustments Increase (Decrease)
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
a. For Economic Uncertainties	9770		
b. For Other:	9780		
b. For Other:	9780		
<b>Total Designated Amounts</b>			\$ -

	Account Code		
3. Unappropriated/Undesignated Amount NOTE: The sum of lines D1, 2, and 3 must equal C on Page 1.	9790	\$	185,258.00

**E. Narrative Explanation for this Revision - Must be Completed.**

CCUSD Special Education revenue includes SELPA revenue. Transfer SELPA revenue to fund 01.7

**F. School District Certification - Must be Completed**

Name of School District's Contact Person <b>Ali Delawalla</b>		Telephone Number of Contact Person <b>(310) 842 - 4220 xt 4234</b>
Date of Board Approval <b>1/12/2010</b>	Signature of the Secretary of the Board/Designee	Date Signed (Month/Day/Year)

Submit one (1) certified original and two (2) copies of this summary to:

Division of Business Advisory Services, EC Annex  
Los Angeles County Office of Education  
9300 Imperial Highway  
Downey, Ca 90242-2890

Approved:

Dr. Darline Robles  
Los Angeles County  
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY <b>By:</b>	Date Signed (Month/Day/Year)
--	------------------------------

1/12/10  
14.4a

**BOARD REPORT**

**14.4a Resolution # 17-2009/2010 Regarding General Liability Coverage for Volunteers**

The Alliance of Schools for Cooperative Insurance Program (ASCIP) General Liability Memorandum of Coverage states that persons donating their time must be named as volunteers by the District's Board of Education in a formal resolution.

It is necessary for the Board to approve all registered school volunteers for the 2009/2010 school year.

**RECOMMENDED MOTION:**

It is recommended that the Board approve Resolution #17-2009/2010 authorizing registered school volunteers to serve for the 2009/2010 school year.

**Moved By:**

**Seconded By:**

**Vote:**

**CULVER CITY UNIFIED SCHOOL DISTRICT  
GENERAL LIABILITY COVERAGE FOR VOLUNTEERS**

**Resolution # 17**

WHEREAS, Culver City Unified School District recognizes the need for and the benefit derived from individuals and groups providing volunteer services to the District; and

WHEREAS, the Culver City Unified School District desires to provide General Liability coverage for individuals in their capacity as volunteers to the District while they are performing services for the District in accordance with District regulations and policy;

THEREFORE, BE IT RESOLVED THAT:

For the purposes of extending this coverage to official volunteers of the District, all individuals who directly volunteer to provide services to the District, and whose volunteer services are accepted in accordance with District regulations and policies shall be covered by the District's Liability insurance program. The type of approved volunteer service shall be on file in the appropriate District or local site office prior to commencing volunteer services.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the Governing Board of the Culver City Unified School District of Los Angeles County, California, by the following vote:

AYES:

NOES:

ABSENT:

I, Dr. Myrna Rivera Coté Secretary to the Governing Board of the Culver City Unified School District of Los Angeles County, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

---

Dr. Myrna Rivera Coté  
Secretary to the Governing Board of the  
Culver City Unified School District

**BOARD REPORT**

**15.1 New Cell Tower near El Rincon Elementary School**

The Board of Education will discuss a proposal to install a new cell tower near El Rincon Elementary School. This item was requested by Board member Karlo Silbiger.

## WILLIAMS, REBECCA

---

**From:** Cole, Martin [martin.cole@culvercity.org]  
**Sent:** Thursday, January 07, 2010 4:31 PM  
**To:** 'rebeccawilliams@ccusd.org'  
**Cc:** Scott, Mark; Blumenfeld, Sol  
**Subject:** Project Application for Cellular Tower

Good afternoon, Rebecca:

Here's the document we spoke of earlier. Let me give a little bit of explanation.

The original application was submitted on March 31, 2009. But it was not signed (which made the original application invalid and the City could not process it). A second, signed application was submitted on August 26, 2009.

Also, as we discussed, the City Manager has scheduled a community meeting on this subject of January 19, 2010. Notice of this meeting has been sent to the residents in the neighborhood.

The whole project file is much larger. If any member of the public would like to review it, the City would be pleased to provide any publically available documents.

Have a good afternoon!

*Martin R. Cole*

Martin R. Cole, MPA  
Assistant City Manager  
City of Culver City  
Post Office Box 507  
9770 Culver Boulevard  
Culver City, California 90232-0507  
(310) 253-6007



PLANNING DIVISION

9770 CULVER BOULEVARD CULVER CITY, CA 90232-0507  
(310) 253-5710 FAX (310) 253-5721  
WEBSITE: [www.culvercity.org](http://www.culvercity.org)

RECEIVED

# Project Application

Planning Case File No.: MAR 31 2009

Date received: \_\_\_\_\_ Culver City

Application type: (please check all applicable)			
<input checked="" type="checkbox"/> Administrative Use Permit (AUP) Proposed Use: Wireless Telecommunications Facility	<input type="checkbox"/> Conditional Use Permit (CUP) Proposed Use:		
<input type="checkbox"/> Tentative Parcel Map	<input type="checkbox"/> Tentative Tract Map		
<input type="checkbox"/> General Plan Amendment - Map	<input type="checkbox"/> Zoning Code Amendment - Text		
<input type="checkbox"/> General Plan Amendment - Text	<input type="checkbox"/> Zone Change - Map		
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Administrative Variance		
<input type="checkbox"/> Site Plan Review - Administrative	<input type="checkbox"/> Variance		
<input type="checkbox"/> Site Plan Review - Planning Commission	<input type="checkbox"/> Other: _____		
Applicant Information		Applicant Representative Information	
Name:	Omnipoint Communications, Inc. a subsidiary of T-Mobile USA, Inc.	Name:	Sequoia Deployment Services, Inc. Contact: Aaron Anderson
Address:	3 MacArthur Pl., Suite 1100 Santa Ana, CA 92707	Address:	1 Venture, Suite 200 Irvine, CA 92618
Phone:	714) 850-2400	Phone:	949) 232-2274
Fax No.:	714) 850-6650	Fax No.:	949) 753-7203
E-mail:	joe.thompson@t-mobile.com	E-mail:	aaron.anderson@sequoia-ds.com
Property Owner(s) Information			
Name:	Dan & Zahava Israely	Name:	
Address:	5680 Sawtelle Blvd. Culver City, CA 90230	Address:	
Phone:	310) 390-9543	Phone:	
Fax No.:	N/A	Fax No.:	
E-mail:	di productions@yahoo.com	E-mail:	
Property Information			
Site address(es):	5680 Sawtelle Blvd., Culver City, CA 90230		
Assessors Parcel Number(s):	4203-015-062	Lot No(s):	Tract No.:
Zoning:	CN - Commercial Neighborhood	Overlay Zone:	None
Site size (square feet):	703 sq. ft.	General Plan Designation:	General Corridor
Existing building area (gross square feet):	6,674 sq. ft.	Redevelopment Area:	N/A
Existing Use:	Retail		
Proposed Project Information			
Project name (or request):	LA13014H Cash & Carry		
Major cross streets:	Sawtelle Blvd. & Stevens Ave.		
Other agencies required to review/approve project (City, County, State, Federal):	Culver City Building & Safety Department		
List previous environmental documents or technical studies prepared for this site:	N/A		
Detailed project description: (attach additional sheets as necessary)	Please refer to the attached project description		
Building Height (feet):	26' - 2"	Number of off street parking spaces:	18
Percent (%) of site paved for parking:	25%	Project valuation:	\$ 80,000.00
Proposed project scheduling, including phasing: (if applicable)	Project should take three (3) weeks to complete from the commencement of construction.		



**PROJECT APPLICATION (continued)**

Preliminary Environmental Information		Yes	No	Unknown (please attach explanation)
Are the following items applicable to the project or its effects? (If 'yes' is checked, please attach separate sheet with explanation.)				
Change in existing features of hillsides or substantial alteration of ground contours?			✓	
Change in scenic views or vistas from existing residential areas or public lands or roads?			✓	
Change in pattern, scale or character of general area of project?			✓	
Significant amounts of solid waste or litter generated?			✓	
Change in dust, ash, smoke, fumes or odors in vicinity?			✓	
Change in stream or ground water quality or quantity, or alteration of existing drainage patterns?			✓	
Drainage swales border or cross the site?			✓	
Substantial change in existing noise or vibration levels in the vicinity?			✓	
Will grading be required? If yes, # of cubic yards, if known _____			✓	
Site on filled land or on slope of 10% or more?			✓	
Geotechnical study prepared for site? (If yes, please attach copy.)			✓	
Is the site in the Alquist-Priolo Special Study Zone for earthquake fault movement?			✓	
Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives?			✓	
Substantial change in demand for municipal services (police, fire, water, sewage, etc.)?			✓	
Traffic study prepared for the site or has it been included in another traffic study?			✓	
Site surveyed for historical, paleontological or archaeological resources?			✓	
<b>Environmental Setting</b>				
Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. (Attach additional sheets as necessary.)				
Please refer to the attached Environmental Setting and site photographs.				
Describe the surrounding properties (north, south, east & west), including information on plant and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (single or multi-family, shops, department stores, etc.), and scale of development (height, frontage, setbacks, etc.). (Attach additional sheets as necessary.)				
Please refer to the attached Environmental Setting and site photographs.				
<b>Property Owner's Statement</b>		<b>Applicant's Statement</b>		
I declare that I am the owner of the property described in this application, or am legally empowered to act on behalf of the owner, and that the information submitted is true, complete, and correct to the best of my knowledge. In addition, I give consent to the applicant to proceed with the above application.		As the applicant, I will adhere to the terms and conditions of the application if an approval is granted. In addition, I understand that while it is the City's policy to provide notice during the application process, it is the applicant's responsibility to track the dates of any hearing or approval expirations.		
<p style="text-align: center;"><i>see attached</i></p> _____ Signature of Property Owner		_____ Signature of Applicant    Aaron Anderson		
_____ Date		_____ Date    March 31, 2009		

# Culver CITY

PLANNING DIVISION

9770 CULVER BOULEVARD CULVER CITY, CA 90232-0507  
 (310) 253-5710 FAX (310) 253-5721  
 WEBSITE: [www.culvercity.org](http://www.culvercity.org)

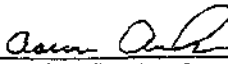
## Project Application

Planning Case File No.:

Date received: \_\_\_\_\_

<b>Application type: (please check all applicable)</b>			
<input checked="" type="checkbox"/> <b>Administrative Use Permit (AUP)</b> Proposed Use: Wireless Telecommunications Facility	<input type="checkbox"/> Conditional Use Permit (CUP) Proposed Use:		
<input type="checkbox"/> Tentative Parcel Map	<input type="checkbox"/> Tentative Tract Map		
<input type="checkbox"/> General Plan Amendment - Map	<input type="checkbox"/> Zoning Code Amendment - Text		
<input type="checkbox"/> General Plan Amendment - Text	<input type="checkbox"/> Zone Change - Map		
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Administrative Variance		
<input type="checkbox"/> Site Plan Review - Administrative	<input type="checkbox"/> Variance		
<input type="checkbox"/> Site Plan Review - Planning Commission	<input type="checkbox"/> Other: _____		
<b>Applicant Information</b>		<b>Applicant Representative Information</b>	
Name: Omnipoint Communications, Inc. a subsidiary of T-Mobile USA, Inc.	Name: Sequoia Deployment Services, Inc. Contact: Aaron Anderson		
Address: 3 MacArthur Pl., Suite 1100 Santa Ana, CA 92707	Address: 1 Venture, Suite 200 Irvine, CA 92618		
Phone: 714) 850-2400	Phone: 949) 232-2274		
Fax No.: 714) 850-6650	Fax No.: 949) 753-7203		
E-mail: joe.thompson@t-mobile.com	E-mail: aaron.anderson@sequoia-ds.com		
<b>Property Owner(s) Information</b>			
Name: Dan & Zahava Israely	Name:	X	
Address: 5680 Sawtelle Blvd. Culver City, CA 90230	Address:		
Phone: 310) 390-9543	Phone:		
Fax No.: N/A	Fax No.:		
E-mail: di_productions@yahoo.com	E-mail:		
<b>Property Information</b>			
Site address(es): 5680 Sawtelle Blvd., Culver City, CA 90230			
Assessors Parcel Number(s): 4203-015-062	Lot No(s):	Tract No.:	
Zoning: CN - Commercial Neighborhood	Overlay Zone: None		
Site size (square feet): 703 sq. ft.	General Plan Designation: General Corridor		
Existing building area (gross square feet): 6,674 sq. ft.	Redevelopment Area: N/A		
Existing Use: Retail			
<b>Proposed Project Information</b>			
Project name (or request): LA13014H Cash & Carry			
Major cross streets: Sawtelle Blvd. & Stevens Ave.			
Other agencies required to review/approve project (City, County, State, Federal):	Culver City Building & Safety Department		
List previous environmental documents or technical studies prepared for this site:	N/A		
Detailed project description: (attach additional sheets as necessary)	Please refer to the attached project description		
Building Height (feet): 26' - 2"	Number of off street parking spaces:	18	
Percent (%) of site paved for parking: 25%	Project valuation:	\$ 80,000.00	
Proposed project scheduling, including phasing: (if applicable)	Project should take three (3) weeks to complete from the commencement of construction.		

**PROJECT APPLICATION (continued)**

Preliminary Environmental Information		Yes	No	Unknown (please attach explanation)
Are the following items applicable to the project or its effects? (If 'yes' is checked, please attach separate sheet with explanation.)				
Change in existing features of hillsides or substantial alteration of ground contours?			✓	
Change in scenic views or vistas from existing residential areas or public lands or roads?			✓	
Change in pattern, scale or character of general area of project?			✓	
Significant amounts of solid waste or litter generated?			✓	
Change in dust, ash, smoke, fumes or odors in vicinity?			✓	
Change in stream or ground water quality or quantity, or alteration of existing drainage patterns?			✓	
Drainage swales border or cross the site?			✓	
Substantial change in existing noise or vibration levels in the vicinity?			✓	
Will grading be required? If yes, # of cubic yards, if known _____			✓	
Site on filled land or on slope of 10% or more?			✓	
Geotechnical study prepared for site? (If yes, please attach copy.)			✓	
Is the site in the Aiquist - Priolo Special Study Zone for earthquake fault movement?			✓	
Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives?			✓	
Substantial change in demand for municipal services (police, fire, water, sewage, etc.)?			✓	
Traffic study prepared for the site or has it been included in another traffic study?			✓	
Site surveyed for historical, paleontological or archaeological resources?			✓	
<b>Environmental Setting</b>				
Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. (Attach additional sheets as necessary.)				
Please refer to the attached Environmental Setting and site photographs.				
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Please refer to the attached Environmental Setting and site photographs.				
<b>Property Owner's Statement</b>		<b>Applicant's Statement</b>		
I declare that I am the owner of the property described in this application, or am legally empowered to act on behalf of the owner, and that the information submitted is true, complete, and correct to the best of my knowledge. In addition, I give consent to the applicant to proceed with the above application.		As the applicant, I will adhere to the terms and conditions of the application if an approval is granted. In addition, I understand that while it is the City's policy to provide notice during the application process, it is the applicant's responsibility to track the dates of any hearing or approval expirations.		
_____ Signature of Property Owner		 Signature of Applicant Aaron Anderson		
_____ Date		August 26, 2009 Date		

## Letter of Authorization

### APPLICATION FOR ZONING/LAND USE ENTITLEMENTS

Property Address:	<u>5680 Sawtelle Blvd, Culver City, CA</u>
Assessor's Parcel Number:	<u>4203-015-062</u>

I/We, the owner(s) of the above-described property, authorize Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc., with offices located at 3 MacArthur Place, #1100, Santa Ana, CA 92707, its employees, representatives, agents, and/or consultants, to act as an agent on my/our behalf for the purpose of creating, filing and/or managing any land use and building permit applications, or any other entitlements necessary to construct and operate a wireless communications facility on the above-described property. I/We understand that any application may be denied, modified, or approved with conditions, and that such conditions or modifications must be complied with prior to issuance of building permits.

I/We further understand that signing of this authorization in no way creates an obligation of any kind.

Owner(s): Dan Israely & Zahava Israely, husband and wife as joint tenants

By: [Signature]  
Signature

Print Name: Dan Israely

Title: Husband

Date: 12-26-2008

By: [Signature]  
Signature

Print Name: Zahava Israely

Title: Wife

Date: 12-26-2008

State of California  
County of Los Angeles

On Dec 24, 2008 before me, Kelley D. Cross, Notary Public, personally appeared

Dan & Zahava Israely who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

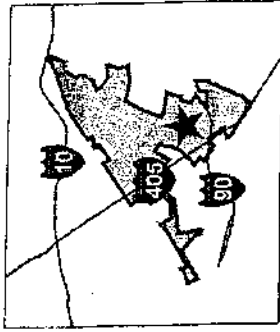
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]



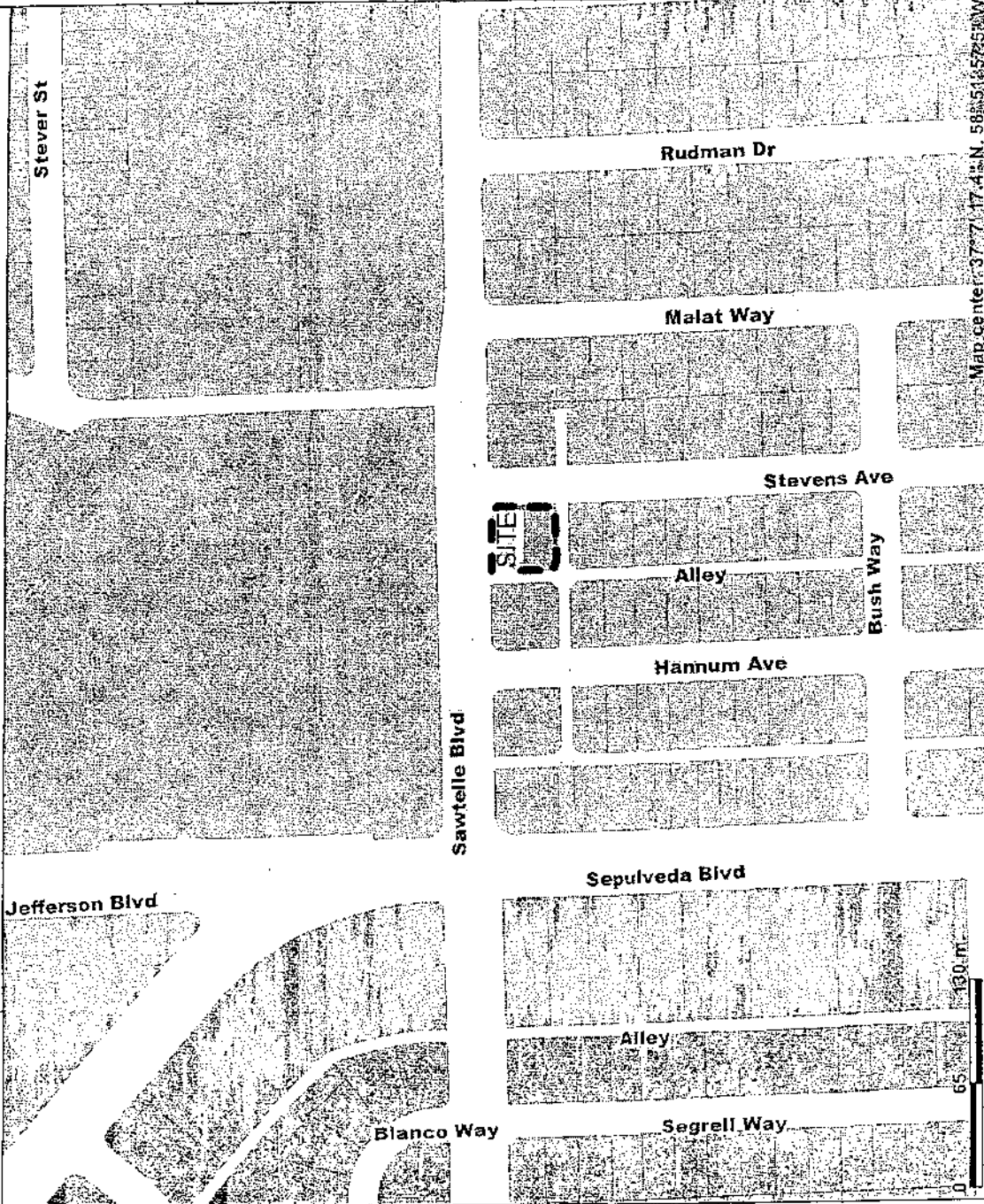
AUP P2009043



Legend

- City Boundary
- Freeways
- Streets
- Parcels

Scale: 1:3,743



This map is a user-generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.