

SPECIAL BOARD MEETING NOTICE AND AGENDA

CULVER CITY UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education to
“Conduct the District’s Business in Public”
CLOSED SESSION – 5:45 p.m.
OPEN SESSION – 6:00 p.m.
District Office Board Room
4034 Irving Place, Culver City, CA 90232

June 24, 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. 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 G. Siever, Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

3.1 Public Employee Appointment (Pursuant to GC §54957)
Interim Superintendent

4. ADJOURNMENT OF CLOSED SESSION

5. REGULAR MEETING – 6:00 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 G. Siever, Member

5.2 Flag Salute

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

7. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by _____ Seconded by _____

Vote _____

8. **ACTION ITEMS**

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.

8.1 **Superintendent's Items**

8.1a Approval is Recommended for CSBA to Conduct a Workshop on Hiring a Superintendent Search Firm

Motion by _____ Seconded by _____ Vote _____

8.1b Approval is Recommended for the Contract Between the Board of Education and Patricia Jaffe as Interim Superintendent of Schools Effective July 1, 2010 in Accordance with Provision of the Contract

Motion by _____ Seconded by _____ Vote _____

8.2 **Business Items**

8.2a Approval is Recommended for the Certification of Signatures

Motion by _____ Seconded by _____ Vote _____

9. **ADJOURNMENT**

Motion by _____ Seconded by _____ Vote _____

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

FUTURE MEETINGS

July 13 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place
July 27 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place

BOARD REPORT

8.1a Approval is Recommended for the California School Boards Association (CSBA) to Conduct a Workshop on Hiring a Superintendent Search Firm

At the direction of the Board a workshop will be scheduled with the Board of Education and CSBA to give the Board direction on hiring a search firm for the position of Superintendent.

RECOMMENDED MOTION: That the Governing Board of Culver City Unified School District approves the scheduling of a CSBA Workshop for the hiring of a Superintendent search firm.

Moved by:

Seconded by:

Vote:

BOARD REPORT

6/24/2010
8.1b

8.1b Approval is Recommended for the Employment Contract Between the Board of Education and Patricia Jaffe as Interim Superintendent of Schools Effective July 1, 2010 in Accordance with Provision of the Contract

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

RECOMMENDED MOTION:

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

Moved by:

Seconded by:

Vote:

**AGREEMENT FOR INTERIM SUPERINTENDENT
CULVER CITY UNIFIED SCHOOL DISTRICT**

This Agreement (hereinafter "Agreement") for Interim Superintendent, between The Culver City Unified School District (hereinafter "Board") and Patricia Jaffe (hereinafter "Jaffe"), is entered into on this ____ day of June 2010.

WHEREAS, the Board desires the services and employment of an Interim school Superintendent to perform the roles and responsibilities defined in the California Education Code and prescribed by Board policies; and

WHEREAS, Patricia Jaffe possesses the professional experience, skills and credentials to provide such services.

NOW THEREFORE, the Board and Jaffe, parties to this Agreement, do hereby mutually agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective beginning on July 1, 2010. The Agreement shall end no later than ten (10) days after the new Superintendent assumes regular duties. The parties may, at any time, and by mutual written agreement, amend and/or extend the term of this agreement.

This Agreement may be terminated by either party by providing written notice ten (10) days prior to the termination date, with or without cause.

This Agreement relates to the position of Interim Superintendent. The parties agree and acknowledge that the Interim Superintendent is not eligible for the position of "New" or "Full-Time" Superintendent with the Culver City Unified School District at any time prior to July 1, 2012.

2. DUTIES

The Interim Superintendent agrees to perform faithfully the duties of the position of Interim Superintendent for the Culver City Unified School District. The duties shall include those duties set forth by the laws of the State of California, and by the rules, regulations, policies promulgated by the Board. The Interim Superintendent shall serve as Secretary of the Board, as the Chief Administrative Officer of the District, and shall have primary responsibility for execution of Board policy. The Interim Superintendent shall attend all board meetings, including closed sessions (except when precluded by law or as determined by the majority of the Board), and all Board and citizen committee meetings, as appropriate; serve as ex officio member of all Board Committees; and provide administrative recommendations on each item of business considered by each of these groups and/or by staff. Additionally, the Interim Superintendent will perform such further duties as shall be assigned or required of her by the Board; provided, however,

that such additional duties shall be in character and consistent with the position of an Interim Superintendent.

3. SALARY

The Interim Superintendent, Jaffe shall receive a daily per Diem in the amount of \$888.89 (based upon a total annual compensation package of \$200,000.00 divided by 225 days). This amount represents an approximate \$40,000.00 savings from the total compensation value of the past Superintendent's contract including base salary, fringe benefits and all other forms of compensation.

The Interim Superintendent shall take one furlough day (without pay) for each 37 days worked.

4. EMPLOYEE BENEFITS

A. Health/Medical/Life:

No medical, dental, vision or life insurance benefits are included in this Agreement.

B. Sick Leave:

The Interim Superintendent shall earn sick leave at the rate of one day for every 19 days worked. Upon termination or expiration of her employment as Interim Superintendent under this Agreement or at the end of his employment by Board, whichever first occurs, the Board shall pay the Superintendent the value of her unused and accumulated sick leave days subject to limitations imposed by California law and Board of Education policies.

C. Vacation:

The Interim Superintendent shall earn one day of vacation for every 19 days worked. Upon termination or expiration of her employment as Interim Superintendent under this Agreement or at the end of his employment by Board, whichever first occurs, the Board shall pay the Superintendent the value of her unused and accumulated vacation days subject to limitations imposed by California law and Board of Education policies

D. Retirement Incentive:

The Interim Superintendent shall be entitled to receive the greater of the "early retirement incentive" offered to those retiring effective June 30, 2010, and the "early retirement incentive" offered to those retiring effective June 30, 2011.

5. TRAVEL, PROFESSIONAL AND MEMBERSHIPS

The Interim Superintendent shall not be eligible for any mileage reimbursement for any travel in the performance of her duties. The Interim Superintendent hereby waives any reimbursement pursuant to California Labor Code §2802. To the extent that the Interim Superintendent is requested by the Board to attend

professional and/or civic meetings or conferences, or to join any civic or professional organization(s), then the District shall reimburse the Interim Superintendent for all actual necessary expenses incurred and paid by the Interim Superintendent in the conduct of her duties on behalf of the District. The Interim Superintendent must submit itemized claims for expenses and items claimed must be a proper use of District funds.

6. CONDITIONS OF EMPLOYMENT

This Agreement is subject to all current applicable laws of the State of California, to the rules and regulations of the California State Board of Education, and the rules, bylaws, and board policies of the Governing Board of the Culver City Unified School District.

7. ENTIRE AGREEMENT/MODIFICATION

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties

8. SEVERABILITY

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforceable as written to the fullest extent permitted by law.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of California. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Los Angeles Superior Court.

10. NOTICES

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To The Board:
President of the Board of Education
4034 Irving Place
Culver City, CA 90232

To the Interim Superintendent:
Patricia Jaffe

11. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. ASSIGNMENT

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The Board.

13. PARAGRAPH HEADINGS

Paragraph headings and numbers have been inserted for convenience of reference, only. To the extent that there is any conflict between any such heading or number and the text of this Agreement, the text shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the _____ day of June 2010.

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

PATRICIA JAFFE

By _____
President

Interim Superintendent

ATTEST:

Clerk – CCUSD Board of Education

8.2a Certification of Signatures for Warrants, Orders for Salary Payment, Notices of Employment and Related Documents

Education Code Sections 35143, 42632, and 42633 provides that the Governing Board authorize signatures for warrants, orders for salary payment, notices of employment and other related documents. The verified signatures of each person so authorized, including Board members, must be filed with the Division of School Financial Services per Education Code 35143.

RECOMMENDED MOTION: Effective July 1, 2010, that any one of the following be authorized to sign for warrants, salary payment, orders for salary payment, notices of employment, and other related documents: Patricia Jaffe, Interim Superintendent; Noorali Delawalla, Assistant Superintendent, Business Services; Gwenis Laura, Assistant Superintendent, Educational Services; and Leslie Lockhart, Director, Human Resources;

Approve the omission of signatures of District officials from “A” warrants;

Authorize the Interim Superintendent, Patricia Jaffe; Assistant Superintendent, Business Services, Noorali Delawalla; and Gwenis Laura, Assistant Superintendent, Educational Services to sign approved contracts and agreements;

Authorize the Director of Pupil Services, Andrew Sotelo, to sign mediation and fair hearing settlements and due process agreements for fees and services not to exceed \$20,000;

Authorize the Interim Superintendent, Patricia Jaffe; and Assistant Superintendent, Business Services, Noorali Delawalla, to represent the District in Joint Powers Agreements (JPA);

Authorize the Interim Superintendent and the Assistant Superintendent, Business Services to establish bank accounts in the District’s name and authorize as signators of District accounts, Patricia Jaffe and Noorali Delawalla;

Authorize Mary Caruso, Director of Purchasing, to sign purchase orders and agreements; and

Authorize the Assistant Superintendent, Business Services, Noorali Delawalla, to sign change orders through December 10, 2010.

Moved by:

Seconded by:

Vote:

CULVER CITY UNIFIED SCHOOL DISTRICT

DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: 7/1/10 to 12/10/10

In accordance with governing board approval dated June 24, 20 10.

Signature _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME Steven Gourley
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME Karlo Silbiger
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME Scott Zeidman
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Katherine Paspalis
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Patricia Siever
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Patricia Jaffe
TITLE Interim Superintendent
SIGNATURE
TYPED NAME Noorali Delawalla
TITLE Asst. Superintendent, Business Services
SIGNATURE
TYPED NAME Gwenis Laura
TITLE Asst. Superintendent, Educational Services
SIGNATURE
TYPED NAME Mary Caruso
TITLE Director, Purchasing
SIGNATURE
TYPED NAME Leslie Lockhart
TITLE Director, Human Resources
SIGNATURE
TYPED NAME Andrew Sotelo
TITLE Director, Pupil Services
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS 1	ORDERS FOR COMMERCIAL PAYMENTS 1
NOTICES OF EMPLOYMENT 1	CONTRACTS 1