

BOARD MEETING NOTICE AND AGENDA

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

City Hall (Mike Balkman Chambers)
9770 Culver Blvd., Culver City, CA 90232

October 28, 2014

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

Laura Chardiet, President

Nancy Goldberg, Vice President

Steven M. Levin, Ph.D., Clerk

Susanne Robins, Member

Katherine Paspalis, Esq., Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

3.1 Expulsion of Pupil Services Case #02-14-15

3.2 Conference with Labor Negotiator (Pursuant to GC §54957.6)
Agency Designated Representatives: Leslie Lockhart, Assistant Superintendent of Human Resources; Mike Reynolds, Assistant Superintendent Business Services; David LaRose, Superintendent
Employee Organizations: Culver City Federation of Teachers (CCFT); Association of Classified Employees (ACE); and Management Association of Culver City Schools (MACCS)

- 3.3 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)
- 3.4 Public Appointment/Employment (Pursuant to GC §54957)
 Certificated Personnel Services Report No. 6
 Classified Personnel Services Report No. 6

4. **ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 7:00 p.m.**

- 5.1 Roll Call – Board of Trustees
 Laura Chardiet, President
 Nancy Goldberg, Vice President
 Steven M. Levin, Ph.D., Clerk
 Susanne Robins, Member
 Katherine Paspalis, Esq., Member

5.2 Flag Salute

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

7. **PUBLIC HEARING** - None

8. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by _____ Seconded by _____

Vote _____

9. **CONSENT AGENDA**

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

- 9.1 Approval is Recommended for the Minutes of Regular Meeting – October 14, 2014
- 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. 6
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 6
- 9.6 Approval is Recommended for Stipulated Expulsion of Pupil Services Case #04-14-15
- 9.7 Approval is Recommended for the CCHS Girls Basketball Team to attend the McDonald’s Classic Tournament in El Paso , Texas, Dec. 6-8, 2014

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 CCUSD Power of Us Recognition
- 10.2 Culver City Education Foundation – Building Blocks for Education
- 10.3 Culver City Education Foundation Check Presentation to CCUSD

11. PUBLIC RECOGNITION

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

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

12. INFORMATION ITEMS

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

- 12.1 First Reading of Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program
- 12.2 First Reading of Revised Board Policy 5127, Students – Graduation Ceremonies and Activities
- 12.3 First Reading of Board Bylaw 9121 – President
- 12.4 Anti-Bullying Proclamation
- 12.5 Resolution Regarding Reserves Cap

***RECESS THE REGULAR MEETING OF THE BOARD OF EDUCATION AND
CONVENE THE MEETING OF CULVER CITY SCHOOL FACILITIES
FINANCING AUTHORITY***

- 1.0 Approval of Payments to Balfour Beatty Company for Elevator Project Progress Payments

***ADJOURN THE MEETING OF CULVER CITY SCHOOL FACILITIES
FINANCING AUTHORITY AND RECONVENE TO THE REGULAR MEETING
OF THE BOARD OF EDUCATION***

13. RECESS (10 Minutes)

14. **ACTION ITEMS**

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

14.1 Superintendent's Items

14.1a Approval is Recommended for the Waiver of Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates

Motion by _____ Seconded by _____ Vote _____

14.2 Education Services Items

14.2a Approval is Recommended for the CCUSD Local Educational Agency Program Improvement Plan Addendum Update under the No Child Left Behind Act of 2001

Motion by _____ Seconded by _____ Vote _____

14.2b Approval is Recommended for the Expulsion of Pupil Services Case #02-14-15

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

14.3a Approval is Recommended for the 2014-2015 Agreement between Culver City Unified School District and Sandy Pringle Associates

Motion by _____ Seconded by _____ Vote _____

14.3b Approval is Recommended for the 2014-2015 Agreement between Culver City Unified School District and Harrington Geotechnical Engineering

Motion by _____ Seconded by _____ Vote _____

14.3c Approval is Recommended for the Agreement between Culver City Unified School District and L.A. Goal

Motion by _____ Seconded by _____ Vote _____

14.3d Approval is Recommended for RFQ/P 2014-PM for Program Management Services

Motion by _____ Seconded by _____ Vote _____

14.3e Approval is Recommended to Award Bid #2015-1 for Custom Outdoor Bins

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items - None

15. BOARD BUSINESS

- 15.1 Discussion Regarding Impact of Proposition 13 on Public School Funding
- 15.2 Board Self-Evaluation

16. ADJOURNMENT

Motion by _____ Seconded by _____ Vote _____

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

FUTURE MEETINGS

November 25 – 7:00 p.m. – Regular Public Meeting (6:00 p.m. Closed Session), District Office (Board Room) 4034 Irving Pl.
December 9 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office (Board Room) 4034 Irving Pl.

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

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

Meeting:	<u>Regular Meeting</u>	Date:	<u>October 14, 2014</u>
Place:	<u>District Administration Office</u> <u>4034 Irving Place</u> <u>Culver City 90232</u>	Time:	<u>6:00 p.m. – Public Meeting</u> <u>6:01 p.m. – Closed Session</u> <u>7:00 p.m. – Public Meeting</u>

Board Members Present

Laura Chardiet, President
Nancy Goldberg, Vice President
Steven M. Levin, Ph.D., Clerk
Susanne Robins, Member
Katherine Paspalis, Esq., Member

Staff Members Present

David LaRose, Superintendent
Kati Krumpe
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Chardiet called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:03 p.m. with all Board members in attendance. Natalia Saucedo led the Pledge of Allegiance.

Report from Closed Session

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

7. Public Hearing

7.1 Williams Textbook Sufficiency

Ms. Chardiet opened the public hearing at 7:05 p.m. With no comments from the audience Ms. Chardiet closed the public hearing at 7:06 p.m.

8. Adoption of Agenda

It was moved by Dr. Levin and seconded by Ms. Paspalis that the Board adopt the October 14, 2014 agenda as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

9. Consent Agenda

Ms. Chardiet called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. No items were withdrawn from audience members or Board members. It was moved by Ms. Robins and seconded by Ms. Goldberg to approve Consent Agenda Items 9.1 – 9.12 as presented. The motion was unanimously approved.

- 9.1 Minutes of Regular Meeting – September 23, 2014
- 9.2 Purchase Orders
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 5
- 9.5 Classified Personnel Reports No. 5
- 9.6 Williams Quarterly Report on Uniform Complaints
- 9.7 CCHS Girls Basketball Team to Participate in a Tournament in Las Vegas, Nevada, December 27-30, 2014
- 9.8 CCHS Asst. Principal Tina Gross, and Teachers Chloe Park and Kathy Fu to Attend the “Capturing Kids Hearts” Conference in Salado, Texas, October 21-23, 2014
- 9.9 CCHS Counselor Candice Mackey to Visit Arizona State University, Phoenix, Arizona, October 30-31, 2014
- 9.10 El Rincon 5th Grade Students to Attend the LACOE Outdoor Science and Conservation Education Program, November 12-13, 2014
- 9.11 Enrollment Report

9.12 Disposal of Surplus Property

10. Awards, Recognitions and Presentations - None**11. Public Recognition****11.1. Superintendent's Report**

Mr. LaRose wanted to focus on the part of the District's touchstone that states "takes us all" and stated that he is looking forward to his attendance at the ABC Labor Management Conference with David Mielke, President of CCFT. Mr. LaRose will enjoy telling our story of the District partnership with the unions. He acknowledged the district partnership with the YMCA and stated that he was privileged to meet with Katherine (Katie) Laase and spoke about expanding the partnership. He also spoke about an upcoming meeting with the partners on the Culver City Compact. The meeting will take place on November 5, 2014 at Loyola Marymount. Mr. LaRose provided an update on his meeting today with CASC. The partnership with Loyola Marymount has been great and Mr. LaRose shared with the Board a periodical from LMU that highlighted the math leadership program that they are partnering with the District on. The District will be working with the City on October 16th for the California Shake Out drill. Mr. LaRose gave an update on the US Meeting with the PTA and Booster clubs from the schools in the District. He shared a letter from a parent that was very excited about her child receiving a dictionary to take home from the Rotary Club. He thanked the Rotary Club for their yearly donations of dictionaries to all third graders. Mr. LaRose updated the Board about his discussion with the EVOLVE Organization regarding Proposition 13. To close his comments, Mr. LaRose announced that the annual fundraiser for the Back Packs for Kids Program will take place on November 2, 2014.

11.2 Assistant Superintendents' Reports

Dr. Krumpe thanked the Middle School students for the Walkers and Rollers bookmark that she received. She then reported that the Educational Services Department is continuing to work with the elementary math textbook adoption. The Middle School and High School are continuing to look for math textbooks to adopt with the new common core standards. Dr. Krumpe suggested doing a bridge adoption and not actually adopting a textbook at this time and further explained why this might be a better practice. She then provided an update on the Front and Center Theatre Group and district collaborative meeting. One of the discussions was about tying their work into the district's curriculum. Dr. Krumpe stated that Culver City and Beverly Hills have a coordinated program with BTSA and she provided an update on yesterday's classroom management training. Mr. Kevin Kronfeld will also hold a school site training. Educational Services acquired an additional I.T. Technician that is being paid for through the common core funding. Dr. Krumpe gave commendations to the District's I.T. staff who has been working tirelessly to get systems, software, and hardware in place along with David Ross who has been working with teachers and students. She announced that the Education Foundation's Sip for Schools event was very nice. She shared her experience giving a large presentation as part of a grant.

Mrs. Lockhart congratulated the Middle School ASB and for being very involved citizens. She attended the OCD Back to School night which is always great. Mrs. Lockhart stated that she will be returning to the table with CCFT and she will also attend the ABC Labor Management Conference and do a presentation. She thinks that it is nice that our District will be spotlighted and able to share how the District's partnership has evolved. Mrs. Lockhart thanked Ms. Robins who helped to facilitate a partnership with the Chamber. The Chamber is going to partner with District to have a Cookies and Milk event for new staff members.

Mr. Reynolds reported that the CBOC Application date will be closing soon and they will be submitted to the Board for review and action. He stated that Director of Fiscal, Sean Kearney, is receiving commendations from the City.

11.3 Student Representatives' Reports**Middle School Student Representative**

Ronae Pumphrey provided the report for Falon Legeaux, Culver City Middle School Student Representative. She reported on activities at Culver City Middle School, including the first Bike, Walk and Roll to School Day which was a big success. The Middle School has also started selling their Breast Cancer Awareness t-shirts. There is a

Halloween Dance on October 24th along with a haunted hallway with a clown theme. Miss Pumphrey also announced that the Halloween O'Grams were now on sale.

Culver Park Student Representative

There is no Culver Park High School Student Representative at this time.

Culver City High School Student Representative/Student Board Member

Natalia Saucedo, Student Board Member, reported on activities at Culver City High School, including the upcoming Homecoming Week activities which already started taking place; the House of Reps meeting update; a USC representative coming to the school to speak to students and inform them of internship opportunities. Miss Saucedo informed the Board about an issue that has been brought to her attention by students. The patio area is out in the sun and it gets very hot when sitting there. The students would like to see if there was a way to get that area covered. Another concern is the Library hours. The Library is only open one hour after school and students are not allowed to study on the patio after school. The final concern that Miss Saucedo commented on was the cross walk at Huron and Culver Blvd. She drives to work and thinks that it is a pretty dangerous corner. Mr. LaRose stated that they are in contact with the City about that intersection and also on Elenda.

11.4 Members of the Audience

Members of the audience spoke about:

- Jerry Chabola asked about the District parking lot and if parking is still allowed for meeting. He stated that the signs outside the District Office have No Parking stated. Mr. Reynolds confirmed that it is fine to park even with the signs because the District can issue him a permit. Mr. Chabola stated that the Santa sleigh is being refurbished this year. He thanked Mary Soto in the Business Department for her support to the Culver City Pop Warner Football. Mr. Chabola stated that Ms. Soto has done a great job trying to grant permits with the juggling of facilities since many of the fields around the City are closed due to maintenance.

11.5 Members of the Board

Board Members spoke about:

- Dr. Levin commented on Miss Saucedo's comments regarding the Library hours. He stated that it seems like it would be a good idea to have the library open until 6:00 p.m. or so. He would like this matter agendized and the topic regarding repealing caps on reserves. He does not mind if the Prop 13 issue is not agendized. He reported on his visits at the OCD and High School Back to School Night events and thought they were great. He stated that every teacher used the time wisely and made it feel like it was a community effort which he appreciates. Dr. Levin spoke to the Cub Scouts about science and he appreciates Mr. LaRose's comments and update about the recent US meeting.
- Ms. Robins attended the OCD Back to School Night event. She gave "kudos" to Ms. Audrey Stephens, Director of the Office of Child Development for her speaking ability to command such attention from students and their parents; and for running such a great program. Ms. Robins thanked Natalia for bringing the issues that she stated to the Board. She had a parent ask about the parking at La Ballona and wanted to confirm with Mr. LaRose that the issue is being discussed with the City. Ms. Robins stated her concerns that the teachers are asking the community for iPads. Dr. Krumpke Provided Ms. Robins with additional information on what technology was being used and what else was coming in the future. Ms. Robins asked that the teachers get notified that Chromebooks are soon to be available for checking out. Dr. Levin spoke about the technology plan that he was told about when his children were still at Farragut so the Booster Club bought iPads. Further discussion ensued. Ms. Robins requested a Resolution for reserve cap discussion also. She spoke about the Prop 13 amendments from the EVOLVE organization. She stated that both candidates for the L.A. County Assessor's position think that it is a bad idea. Our business community just supported the District with a \$106,000,000 bond she cannot see going and asking for money. She is not in support of the amendment to the Proposition
- Ms. Goldberg reported that she spent an hour or so watching the students perform at The Improv and they were great. She really enjoyed herself. Ms. Goldberg had sustained an injury and was unable to attend the Sip for Schools event. Back to School Night at Culver City High School was great and she was happy that there is a poetry club now. Of course Ms. Goldberg still highly endorses Green and hopes we can put

on a great show at the conference. Ms. Goldberg announced that El Rincon has a Bingo Night tomorrow night.

- Ms. Paspalis reported on events that she attended such as the High School's Back to School Night which she thought was fun, and the Education Foundations Sip for Schools event. She also attended the Homecoming Game and commended the girls volleyball team. Ms. Paspalis attended the Models of Pride event at UCLA and she was on one of the panels. She was proud to speak about what we are doing in the District to support students. She announced that Spirit Day is on Thursday and it is a day to stand up against bullying, and she encouraged everyone to wear purple in support of the LGBT student population. Ms. Paspalis is also interested in having a discussion regarding repealing the cap on reserves and the Prop 13 issue. She thinks the Prop 13 amendment issue is interesting and she understands both sides. She asked how we get money from these huge corporations that are not paying their fair share of taxes. There was a consensus to discuss the Prop 13 matter with 3 – Ayes from Ms. Paspalis; 1 – Nay from Ms. Robins; and Dr. Levin said that he is not interested in having a discussion about it, but if it comes up he will speak to the issue.
- Ms. Chardiet reported on her attendance at the High School Back to School Night event and liked the way they modeled the event after a school day but for the parents. They had everyone turn off their cell phones and they had a tardy sweep. Ms. Chardiet stated that she had a lovely time with Dr. Krumpe and her husband at the Sip for Schools event; and she reported on her attendance at her daughter's performance at improv performance. Ms. Chardiet stated that she has received emails about the concern about the performance questions are turning more into a concentration on question #3 which is What do we do when are students don't know? She spoke about AB86 and said she was interviewed by WestEd regarding the bill. The bill has not been an issue for us because we support our Adult School. She further explained the implications if the Governor does not take certain actions. She commends staff for all the hard work they do. She stated that when the District receives commendations it makes her very proud.

12. Information Items

12.1 Bond and Capital Projects Update

Mr. Reynolds gave a brief update on the bond and capital projects. Audience member, George Laase asked if CCUSD received a good credit rating. Mr. Laase stated that it is the community that pays the bond back and not the District. He wanted to know if the District rating went up, down, or stayed the same since it was last checked. Mr. Reynolds stated that the District has an AA- rating from Standard and Poor. It has stayed the same for Moody's which is an AA2.

12.2 Safe Routes to School Update

Jim Shanman, Founder of Walk 'n Rollers provided an update on the Safe Routes to School Program. He spoke about the different events happening in the District to promote not only safer routes to school but also student health. Some of the events are Walk-Bike to School; group and family bike rides to different areas in the city; and community outreach. There is also additional information for enforcement with crossing guards. Mr. Shanman commended the Middle School students for how much they have done and the support they have shown of the new principal. He also spoke about the Bike Fix-It Day and how students were able to get their bikes fixed and also taught how to fix certain things on their bikes themselves.

13. Recess

Board members agreed to bypass recess.

14. Action Items

14.1 Superintendent's Items - None

14.2 Education Services Items

14.2a Approval is Recommended for Resolution #6/2014-2015 Regarding Sufficiency of Instructional Materials

Ms. Robins noted that the year was incorrect. It will be revised in the final draft if approved. It was moved by Ms. Paspalis and seconded by Dr. Levin that the Board approve Resolution #6/2014-2015 Regarding Sufficiency of Instructional Materials as amended. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2b Approval is Recommended for the Certification for Instructed Materials Funding Realignment Program (IMFRP)

It was moved by Ms. Robins and seconded by Dr. Levin that the Board approve the Certification for Instructed Materials Funding Realignment Program (IMFRP) as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2c Approval is Recommended for Instructional Materials Funding Realignment Program (IMFRP) Certification of Provision of Standards-Alignment Instructional Materials

It was moved by Dr. Levin and seconded by Ms. Robins that the Board approve Instructional Materials Funding Realignment Program (IMFRP) Certification of Provision of Standards-Alignment Instructional Materials as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2d Approval is Recommended for the Revised Board Policy and Administrative Regulation 6171, Instruction – Title I Programs

It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve Revised Board Policy and Administrative Regulation 6171, Instruction – Title I Programs as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2e Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #04-14-15

It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve the Stipulated Expulsion of Pupil Services Case #04-14-15 as presented. It was noticed that the Board report was inadvertently omitted from the Board packet. Since the item was moved Board members voted on and the Board report will be included in the minutes. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3 Business Services Items**14.3a Approval is Recommended to Ratify Increase in Hours and Scope for Materials Inspection Agreement with Harrington Geotechnical Engineering**

It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve to Ratify Increase in Hours and Scope for Materials Inspection Agreement with Harrington Geotechnical Engineering as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4 Personnel Items**14.4a Approval is Recommended for the Contract Agreement for Investigative Services with Nicole Miller & Associates, Inc.**

It was moved by Ms. Goldberg and seconded by Dr. Levin that the Board approve the Contract Agreement for Investigative Services with Nicole Miller & Associates, Inc. as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

15. Board Business

15.1 Board Self-Evaluation

Dr. Levin reviewed the Board's performance during the evening as stated in the presented guidelines. Dr. Levin felt that the Board ran an efficient meeting and followed the agenda in the appropriate manner.

Adjournment

There being no further business, it was moved by Ms. Paspalis, seconded by Dr. Levin and unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays to adjourn the meeting. Board President Ms. Chardiet adjourned the meeting at 8:55 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 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 October 5, 2014 through October 18, 2014 is \$821,660.16. Warrants issued for the period September 16, 2014 through October 16, 2014 total \$5,816,885.24. This includes \$1,578,038.00 in commercial warrants, and \$4,238,847.24 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

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

RECOMMENDED MOTION: That purchase orders from October 5, 2014 through October 18, 2014 in the amount of \$821,660.16 and warrants for September 16, 2014 through October 16, 2014 in the amount of \$5,816,885.24 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

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

Page No. **1**
Run Date: **10/18/2014**
Run Time: **02:40:04AM**
FY: **14-15**
WEEKLY

10/5/2014 To 10/18/2014

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

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
10/09/14	63102EF	A		10/09/2014	CDW-G	COMPUTER SUPP/EQUIP 10/09/2014	Culver City High School 63102EF	01.0	90127.0	11100	10000	4410	4010000	14-15		1,916.25	1,916.25
								CDW-G								1,916.25	
10/09/14	63103EF	A		10/09/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP 10/09/2014	Culver City High School 63103EF	01.0	90127.0	11100	10000	4410	4010000	14-15		15,864.22	15,864.22
								DELL COMPUTER CORP.								15,864.22	
10/09/14	63993	A		10/09/2014	PERKINS SCHOOL FOR THE BLIND	INSTRUCTIONAL SUPPLIES 10/09/2014	Undistributed Se.lpa 63993	01.7	65003.0	50500	22000	4310	0000000	14-15		1,168.91	1,168.91
								PERKINS SCHOOL FOR THE BLIND								1,168.91	
10/09/14	63994	A		10/09/2014	AMERICAN PRINTING HOUSE FOR THE	INSTRUCTIONAL SUPPLIES 10/09/2014	Undistributed Se.lpa 63994	01.7	65003.0	50500	22000	4310	0000000	14-15		687.68	687.68
								AMERICAN PRINTING HOUSE FOR THE BLIND								687.68	
10/07/14	63996	C		10/07/2014	LEAPS...n....BOUNDZ	CONTRACT SERVICES RENDERED 10/07/2014	Special Education 63996	01.0	33100.0	57500	39000	5890	0004040	14-15		82.00	82.00
								LEAPS...n....BOUNDZ								82.00	
10/07/14	64003	A		10/08/2014	TENSION ENVELOPE CORP TE	OFFICE SUPPLIES 10/07/2014	High School 64003	01.0	00000.0	00000	27000	4350	4010001	14-15		2,467.58	2,467.58
								TENSION ENVELOPE CORP TE								2,467.58	
10/09/14	64004	A		10/09/2014	WESTERN GRAPHIX	OFFICE SUPPLIES 10/09/2014	Human Resources 64004	01.0	00000.0	00000	74000	4350	0003000	14-15		1,524.34	1,524.34
								WESTERN GRAPHIX								1,524.34	
10/09/14	64005	A		10/09/2014	SOCAL OFFICE TECHNOLOGIES A	COPY, DUPLICATING SUPP/EQUIP 10/09/2014	La Ballona 64005	01.0	00000.0	00000	27000	4350	2060001	14-15		110.60	110.60
								SOCAL OFFICE TECHNOLOGIES A XEROX CO.								110.60	
10/15/14	64007	A		10/15/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS 10/15/2014	Culver Park 64007	01.0	00000.0	33000	27000	5630	5010001	14-15		462.15	462.15
								AVC OFFICE AUTOMATION								462.15	

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10/15/14	64008	A		10/15/2014	AVC OFFICE AUTOMATION	MAINTENANCE AGREEMENTS 10/15/2014	Culver Park 64008	01.0	00000.0	32000	27000	5630	5010001	14-15		503.23	503.23
																	503.23
10/08/14	64010	C		10/08/2014	SANTA MONICA-MALIBU USD	CONTRACT SERVICES RENDERED 10/08/2014	Special Education 64010	01.0	65000.0	57500	11950	5890	0004040	14-15		73,341.39	73,341.39
																	73,341.39
10/06/14	64012	C		10/06/2014	SUNPOWER CORPORATION,	REPAIRS - OTHER 10/06/2014	Undistributed Bus Svcs/Genl Adm 64012	40.0	00000.0	00000	85010	5630	0000000	14-15		60,569.00	60,569.00
																	60,569.00
10/06/14	64017	C		10/06/2014	GRAND AMERICA HOTEL	CONFERENCE AND TRAVEL 10/06/2014	Special Projects 64017	01.0	40350.0	00000	21000	5220	0004030	14-15		928.96	928.96
																	928.96
10/07/14	64021	A		10/07/2014	SERVICE SOLUTIONS GROUP,	REPAIRS - OTHER 10/07/2014	Undistributed FS 64021	13.0	53100.0	00000	37000	5630	0000000	14-15		2,000.00	2,000.00
																	2,000.00
10/09/14	64022	A		10/09/2014	QUILL CORPORATION	MEDICAL & LAB SUPP/EQUIP 10/09/2014	Undistributed Sel'pa 64022	01.7	65003.0	50500	22000	4400	0000000	14-15		265.42	265.42
																	265.42
10/14/14	64025	A		10/15/2014	XEROX CORPORATION	MAINTENANCE AGREEMENTS 10/14/2014	Farragut 64025	01.0	00000.0	11100	10000	5610	2050001	14-15		3,100.20	3,100.20
																	3,100.20
10/07/14	64026	A		10/07/2014	HEINEMANN PUBLISHING	BOOKS 10/07/2014	Special Projects 64026	01.0	31850.0	11100	10000	4210	0004030	14-15		7,931.27	7,931.27
																	7,931.27
10/07/14	64028	A		10/07/2014	DELL COMPUTER CORP.	COMPUTER SUPP/EQUIP 10/07/2014	Culver City High School 64028	01.0	00000.0	16001	10000	4410	4010000	14-15		4,214.23	4,214.23
																	4,214.23

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10/09/14	64033	C		10/09/2014	L.A. STARS, DEPARTMENT OF	CONFERENCE AND TRAVEL 10/09/2014	Culver City High School 64033	01.0	07395.0	11100	10000	5220	4010000	14-15		1,390.00	1,390.00
					L.A. STARS, DEPARTMENT OF EDUCATION											1,390.00	
10/09/14	64035	C		10/09/2014	CALCP/CAROCP CONFERENCE	CONFERENCE AND TRAVEL 10/09/2014	Culver City High School 64035	01.0	07395.0	11100	10000	5220	4010000	14-15		350.00	350.00
					CALCP/CAROCP CONFERENCE											350.00	
10/07/14	64038	A		10/07/2014	APPLE INC.	COMPUTER SUPP/EQUIP 10/07/2014	Culver City High School 64038	01.0	00000.0	16001	10000	4310	4010000	14-15		1,577.17	1,577.17
					APPLE INC.											1,577.17	
10/09/14	64043	C		10/09/2014	WESTSIDE FAMILY HEALTH CENTER	CONFERENCE AND TRAVEL 10/09/2014	Ei Rincon Elementary 64043	01.0	30100.0	11100	10000	5220	2040000	14-15		200.00	200.00
					WESTSIDE FAMILY HEALTH CENTER											200.00	
10/06/14	64044	C		10/06/2014	ELIZABETH PALMER	CONFERENCE AND TRAVEL 10/06/2014	Ei Rincon Elementary 64044	01.0	30100.0	11100	10000	5220	2040000	14-15		200.00	200.00
					ELIZABETH PALMER											200.00	
10/06/14	64045	C		10/06/2014	LEE MILLER, MFT	CONFERENCE AND TRAVEL 10/06/2014	Ei Rincon Elementary 64045	01.0	30100.0	11100	10000	5220	2040000	14-15		200.00	200.00
					LEE MILLER, MFT											200.00	
10/06/14	64046	C		10/06/2014	S.T.A.R. INC.	CONTRACTED SERVICES 10/06/2014	La Ballona Elementary 64046	01.0	60100.0	11100	27000	5810	2060000	14-15		32,868.86	32,868.86
					S.T.A.R. INC.											32,868.86	
10/07/14	64047	C		10/07/2014	NATIONAL SCHOOL BOARDS	MEMBERSHIPS 10/07/2014	Superintendent's Office 64047	01.0	00000.0	00000	71000	5310	0001000	14-15		4,165.00	4,165.00
					NATIONAL SCHOOL BOARDS ASSOCIATION											4,165.00	
10/15/14	64048	A		10/15/2014	LUIS DE VIVERO	CONFERENCE AND TRAVEL 10/15/2014	Ei Rincon Elementary 64048	01.0	30100.0	11100	10000	5220	2040000	14-15		200.00	200.00
					LUIS DE VIVERO											200.00	

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10/07/14	64049	C		10/07/2014	M.I.N.D. RESEARCH INSTITUTE	SUBSCRIPTIONS	La Ballona Elementary 64049	01.0	30100.0	11100	10000	4313	2060000	14-15		2,999.00	2,999.00
10/07/2014					M.I.N.D. RESEARCH INSTITUTE											2,999.00	
10/07/14	64050	A		10/07/2014	AFFORDABLE OPENERS	INSTRUCTIONAL SUPPLIES	Security 64050	01.0	00000.0	00000	83000	4310	0001050	14-15		756.12	756.12
10/07/2014					AFFORDABLE OPENERS											756.12	
10/07/14	64051	A		10/07/2014	A.T.A.C. INC.	SECURITY SUPP/EQUIP/SYSTEM	Security 64051	01.0	00000.0	00000	83000	4410	0001050	14-15		9,896.95	9,896.95
10/07/2014					A.T.A.C. INC.											9,896.95	
10/07/14	64052	A	1	10/09/2014	McGRAW-HILL SCHOOL EDUCATION	BOOKS	Adult School 64052	11.0	90139.0	41100	10000	4110	0000010	14-15		461.76	461.76
10/07/2014					McGRAW-HILL SCHOOL EDUCATION											461.76	
10/07/14	64053	C		10/08/2014	ACCREDITING COMMISSION FOR	MEMBERSHIPS	Adult School 64053	11.0	06390.0	41100	10000	5310	0000010	14-15		820.00	820.00
10/07/2014					ACCREDITING COMMISSION FOR SCHOOLS											820.00	
10/07/14	64054	A		10/07/2014	OFFICE DEPOT	OFFICE SUPPLIES	Undistributed 64054	01.0	00000.0	00000	24200	4350	0000000	14-15		2,000.00	2,000.00
10/07/2014					OFFICE DEPOT											2,000.00	
10/08/14	64055	A		10/08/2014	C&S SALES	INSTRUCTIONAL SUPPLIES	Undistributed Cal Recyc Grant 64055	01.0	90800.0	00000	27000	4310	0000000	14-15		7,123.35	7,123.35
10/08/2014					C&S SALES											7,123.35	
10/06/14	64056	C		10/06/2014	LACOE-SARB	CONFERENCE AND TRAVEL	Pupil Services 64056	01.0	00000.0	00000	31400	5220	0004020	14-15		30.00	30.00
10/06/2014					LACOE-SARB											30.00	
10/07/14	64057	A		10/07/2014	EMLIGHT DESIGN	REPAIRS - OTHER	Culver City High School 64057	14.0	06205.0	00000	81100	5630	4010000	14-15		9,336.02	9,336.02
10/07/2014					EMLIGHT DESIGN											9,336.02	
10/07/14	64058	A		10/07/2014	HENRY SCHEIN, INC.	OFFICE SUPPLIES	Pupil Services 64058	01.0	00000.0	00000	31400	4350	0004020	14-15		174.69	174.69

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10/07/2014					64058		64058	HENRY SCHEIN, INC.								174.69	
10/15/14	64060	A		10/15/2014	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES	La Ballona	01.0	00000.0	00000	27000	4350	2060001	14-15		4,169.61	
10/15/2014					64060		64060	COMPLETE BUSINESS SYSTEMS								4,169.61	
10/13/14	64061	C		10/13/2014	CA COMMISSION ON TEACHER	MEMBERSHIPS	Special Projects	01.0	07392.0	11100	10000	5310	0004030	14-15		1,300.00	
10/13/2014					64061		64061	CA COMMISSION ON TEACHER CREDENTIALING								1,300.00	
10/15/14	64065	A		10/15/2014	THE LATINO FAMILY LITERACY PROJECT	CONFERENCE AND TRAVEL	Culver City Middle School	01.0	42030.0	11100	21000	5220	3010000	14-15		600.00	
10/15/2014					64065		64065	THE LATINO FAMILY LITERACY PROJECT								600.00	
10/15/14	64066	A		10/15/2014	THE LATINO FAMILY LITERACY PROJECT	CONFERENCE AND TRAVEL	Special Projects	01.0	42030.0	00000	21000	5220	0004030	14-15		200.00	
10/15/2014					64066		64066	THE LATINO FAMILY LITERACY PROJECT								200.00	
10/09/14	64069	A		10/09/2014	PEARSON CURRICULUM	BOOKS	Special Projects	01.0	42030.0	00000	10000	4230	0004030	14-15		3,961.22	
10/09/2014					64069		64069	PEARSON CURRICULUM								3,961.22	
10/15/14	64072	A		10/15/2014	CHRISTY WHITE ACCOUNTANCY	AUDIT SERVICES	Fiscal Services	01.0	00000.0	00000	73000	5820	0005010	14-15		16,940.25	
10/15/2014					64072		64072	CHRISTY WHITE ACCOUNTANCY CORPORATION								16,940.25	
10/15/14	64073	A		10/15/2014	RIFTON PRODUCTS LLC	MEDICAL & LAB SUPP/EQUIP	Undistributed Sel,pa	01.7	65003.0	50500	22000	4400	0000000	14-15		1,699.99	
10/15/2014					64073		64073	RIFTON PRODUCTS LLC								1,699.99	
10/09/14	64076	A		10/09/2014	SANTA MONICA-MALIBU USD	CONTRACT SERVICES RENDERED	Undistributed Sel,pa	01.7	33450.0	00000	00000	9520	0000000	14-15		1,565.00	
10/09/2014					64076		64076	SANTA MONICA-MALIBU USD								1,565.00	
10/09/14	64077	A		10/09/2014	WESTERN GRAPHIX	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	74000	4350	0003000	14-15		591.30	

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10/09/2014							64077	WESTERN GRAPHIX								591.30	
10/14/14	64078	A		10/14/2014	US GAMES	PLAYGROUND SUPP/EQUIP	La Ballona	01.0	00000.0	11100	10000	4400	2060001	14-15		550.32	
10/14/2014							64078	US GAMES								550.32	
10/14/14	64079	A		10/14/2014	XEROX CORPORATION	MAINTENANCE AGREEMENTS	El Rincon	01.0	00000.0	11100	10000	5610	2040001	14-15		2,825.16	
10/14/2014							Special Education	01.0	33100.0	50010	27000	5610	0004040	14-15		289.68	
10/14/2014							64079	XEROX CORPORATION								3,114.84	
10/13/14	64080	A		10/13/2014	SPINITAR	OFFICE SUPPLIES	High School	01.0	00000.0	00000	27000	4350	4010001	14-15		1,216.15	
10/13/2014							64080	SPINITAR								1,216.15	
10/09/14	64081	A		10/09/2014	RECYCLE ACROSS AMERICA	INSTRUCTIONAL SUPPLIES	Undistributed	01.0	90800.0	00000	27000	4310	0000000	14-15		504.06	
10/09/2014							Cal Recyc Grant									504.06	
10/09/2014							64081	RECYCLE ACROSS AMERICA								504.06	
10/13/14	64082	C		10/15/2014	PAR CENTER	CONFERENCE AND TRAVEL	Educational Services	01.0	07392.0	00000	21000	5220	0004000	14-15		120.00	
10/13/2014							64082	PAR CENTER								120.00	
10/13/14	64083	A		10/13/2014	DANNIS WOLIVER KELLEY	LEGAL SERVICES	Business Services	01.0	00000.0	00000	73001	5820	0005000	14-15		150,000.00	
10/13/2014							64083	DANNIS WOLIVER KELLEY								150,000.00	
10/13/14	64084	A		10/13/2014	RELIANCE COMMUNICATIONS,	CONTRACTED SERVICES	Technology	01.0	00000.0	00000	77000	5810	0005020	14-15		3,400.00	
10/13/2014							64084	RELIANCE COMMUNICATIONS, LLC								3,400.00	
10/13/14	64085	A		10/13/2014	ADAPTIVEMALL.COM ,LLC	PHYSICAL THERAPY SUPP/EQUIP	Undistributed	01.7	65003.0	50500	22000	4400	0000000	14-15		4,562.48	
10/13/2014							Selpa									4,562.48	
10/13/2014							64085	ADAPTIVEMALL.COM, LLC								4,562.48	

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10/13/14	64086	A		10/13/2014	HARRINGTON GEOTECHNICAL	ENGINEERING SERVICES 10/13/2014	Culver City High School 64086	25.0	00000.0	00000	85000	6275	4010000	14-15		80,000.00	80,000.00	
																		80,000.00
10/13/14	64087	A	1	10/14/2014	WAXIE SANITARY SUPPLY	INSTRUCTIONAL SUPPLIES 10/13/2014	Undistributed CaI Recyc Grant 64087	01.0	90800.0	00000	27000	4310	0000000	14-15		3,783.45	3,783.45	
																		3,783.45
10/14/14	64088	C		10/14/2014	CULVER CITY OBSERVER, INC.	ADVERTISING 10/14/2014	Purchasing 64088	01.0	00000.0	00000	73000	5830	0005030	14-15		90.00	90.00	
																		90.00
10/15/14	64089	A		10/16/2014	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES 10/15/2014	EI Rincon 64089	01.0	00000.0	11100	10000	4350	2040001	14-15		2,103.12	2,103.12	
																		2,103.12
10/14/14	64090	A		10/14/2014	TOSHIBA AMERICA BUSINESS	MAINTENANCE AGREEMENTS 10/14/2014	Linwood Howe 64090	01.0	00000.0	00000	27000	5610	2020001	14-15		4,700.52	4,700.52	
																		4,700.52
10/15/14	64091	A		10/15/2014	JOSEPHSON INSTITUTE OF	INSTRUCTIONAL SUPPLIES 10/15/2014	Culver City High School 64091	01.0	00000.0	00000	27000	4310	4010000	14-15		3,293.06	3,293.06	
																		3,293.06
10/15/14	64095	A		10/15/2014	OFFICE DEPOT	OFFICE SUPPLIES 10/15/2014	Purchasing 64095	01.0	00000.0	00000	73000	4350	0005030	14-15		1,500.00	1,500.00	
																		1,500.00
10/16/14	64096	A		10/16/2014	VIRCO MFG CORP	FURNITURE, SCHOOL 10/16/2014	Farragut Elementary 64096	01.0	00000.0	11100	10000	4400	2050000	14-15		11,784.19	11,784.19	
																		11,784.19
10/17/14	64098	A		10/17/2014	WENGER CORPORATION	CABINETS 10/17/2014	Undistributed Bus Svcs 64098	01.0	00000.0	11100	10000	4400	0000000	14-15		821.25	821.25	
																		821.25
10/13/14	64710	A		10/13/2014	FRANKLIN EDUCATIONAL	CONTRACTED SERVICES 10/13/2014	Special Education 64098	01.0	65000.0	57500	11360	5810	0004040	14-15		7,695.00	7,695.00	
																		7,695.00

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10/13/2014						10/13/2014	64710	FRANKLIN EDUCATIONAL SERVICES								7,695.00	
10/15/14	64711	A		10/15/2014	CARRIE BOGDANOVICH	CONTRACTED SERVICES	Undistributed FS 64711	13.0	53100.0	00000	37000	5850	0000000	14-15		10,000.00	
10/15/2014						10/15/2014	64711	CARRIE BOGDANOVICH								10,000.00	
10/13/14	64715A	A		10/13/2014	ROSA MALDONADO	CONTRACTED SERVICES	Special Education 64715A	01.0	33101.0	57700	31100	5850	0004040	14-15		3,600.00	
10/13/2014						10/13/2014	64715A	ROSA MALDONADO								3,600.00	
10/09/14	64716	A		10/09/2014	SUSAN WETZEL, M.A. CCC-SLP	CONTRACTED SERVICES	Special Education 64716	01.0	65000.0	57500	11360	5850	0004040	14-15		68,400.00	
10/09/2014						10/09/2014	64716	SUSAN WETZEL, M.A. CCC-SLP								68,400.00	
10/15/14	64720	A		10/15/2014	THE ACTORS' GANG	CONTRACTED SERVICES	Undistributed CCEF 64720	01.0	90127.0	11100	10000	5850	0000000	14-15		15,000.00	
10/15/2014						10/15/2014	64720	THE ACTORS' GANG								15,000.00	
10/09/14	64726	A		10/09/2014	COLLAGE DANCE THEATRE	CONTRACTED SERVICES	Educational Services Undistributed 64726	01.0	90126.0	11100	10000	5850	0004000	14-15		5,025.00	
10/09/2014						10/09/2014	64726	COLLAGE DANCE THEATRE								9,975.00	
10/15/14	64729	A		10/15/2014	ERIC PRICE	CONTRACTED SERVICES	Culver City Middle School 64729	01.0	00000.0	16002	10000	5850	3010000	14-15		1,500.00	
10/15/2014						10/15/2014	64729	ERIC PRICE								1,500.00	
10/10/14	64735	A		10/10/2014	MELIKA SAMIEIVAFA	CONTRACTED SERVICES	Special Education 64735	01.0	56400.0	57700	31100	5850	0004040	14-15		43,120.00	
10/10/2014						10/10/2014	64735	MELIKA SAMIEIVAFA								43,120.00	
10/08/14	64769	A		10/08/2014	VISTA DEL MAR SCHOOL	NONPUBLIC SCHOOLS SERVICE	Special Education 64769	01.0	65000.0	57500	11800	5880	0004040	14-15		32,089.00	
10/08/2014						10/08/2014	64769	VISTA DEL MAR SCHOOL								32,089.00	

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

* Prior Year Payments

Report ID: LAPO009C **Page No.** 9
District: 64444 **Run Date:** 10/18/2014
Purchase Orders/Buyouts To The Board for Ratification From: 10/5/2014 **To** 10/18/2014 **Run Time:** 02:40:04AM
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified **FY:** 14-15
WEEKLY

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
10/14/14	64770	A		10/14/2014	ECF - KAYNE ERAS CENTER	NONPUBLIC SCHOOLS SERVICE 10/14/2014	Special Education 64770	01.0	65000.0	57500	11800	5880	0004040	14-15	70,799.00	70,799.00
															Total by District : 64444	
															821,660.16	821,660.16

Change
End of Report LAPO009C

NONPUBLIC SCHOOLS:
NEW THIS PERIOD: \$102,888.00
APPROVED YTD: \$1,204,531.00

**CULVER CITY UNIFIED SCHOOL DISTRICT
DISTRICT WARRANTS REPORT
2014 - 2015**

COMMERCIAL WARRANTS

SEPTEMBER 16, 2014 - OCTOBER 16, 2014 \$ 1,578,038.00

PAYROLL WARRANTS

SEPTEMBER 16, 2014 - OCTOBER 16, 2014 \$ 4,238,847.24

TOTAL: \$ 5,816,885.24

9.3 **Approval is Recommended for Acceptance of Gifts – Donations**

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:

Location

Donor/Item(s) Donated

CCUSD

National Football League/NFL Media
c/o Mr. Casey Schwab, Manager
Media Development & Administration
10 flatscreen TVs, 32"

RECOMMENDED MOTION:

That the Board accept with appreciation the gifts listed.

Moved by:

Seconded by:

Vote:

BOARD REPORT

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

Total Fiscal Impact per Funding Source :

General Fund	\$159,387.68
General Fund – Testing	\$ 500.00
Panther Partners	\$ 929.00
PSAT/ASB	\$ 301.52
PTSA	\$ 1000.00
Student Achievement	\$ 753.80
Title I – Part A	\$ 8,442.56
Title III – Immigration Education	\$ 1,507.60

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6

I. Authorization and Ratification of Employment

A. Interim Principal – High School

Effective October 27, 2014 through June 30, 2015

Funding Source: General Fund

Total Cost: \$74,592

1. Cooper, Lisa

B. Interim Assistant Principal – High School

Effective October 27, 2014 through June 30, 2015

Funding Source: General Fund

Total Cost: \$64,628.10

1. McMillan, DuBois

C. Additional 20% Assignment – High School, Extra Period

Effective October 20, 2014 through January 16, 2015 at additional 20% of current rate of pay

Funding Source: General Fund

Total Cost: \$4,137.12

1. Salter, Thomas Physical Education \$81.12 per day

D. Substitute Teacher – Adult School

Effective October 23, 2014 at \$30.37 per hour, work as needed

Funding Source: Adult School

1. Mendelson, Aaron

E. Substitute Teacher – Adult School

Effective October 13, 2014 at \$30.37 per hour, work as needed

Funding Source: ADA

1. Ramirez, Vincent

F. Extra Assignment – District Office, Coordinate District Wide Physical Fitness Testing

Effective December 1, 2014 through June 12, 2015 at \$500.00 stipend

Funding Source: General Fund – Testing

Total Cost: \$500.00

1. Asher, Tanya

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 - Page 2

I. Authorization and Ratification of Employment - Continued

G. Extra Assignment – Various Sites, K-5 ELA & Mathematics Common Assessments
Effective October 1, 2014 through November 30, 2014 at \$37.69 per hour, not to exceed
25 hours per teacher
Funding Source: General Fund
Total Cost: \$10,364.75

- | | | | | | | |
|----|-------------------|--|------------------|------------------|-----------------|-----------------|
| | <u>La Ballona</u> | | <u>El Marino</u> | | <u>Farragut</u> | |
| 1. | Dimitroff, Ann | | 1. | Niimura, Hitomi | 1. | Cruz, Christine |
| 2. | Jensen, Sara | | | | 2. | Halleran, Loren |
| 3. | Taslimi, Julia | | | | | |
| | <u>El Rincon</u> | | <u>Linwood</u> | | | |
| 1. | Hiller, Diana | | 1. | Farrar, Courtney | | |
| 2. | Lammers, Melissa | | 2. | Feeney, Emmanuel | | |
| 3. | O'Daniel, Sharon | | | | | |

H. Extra Assignment – Various Sites, K-5 ELA & Mathematics Common Assessments
Effective October 1, 2014 through November 30, 2014 at \$37.69 per hour, not to exceed
10 hours per teacher
Funding Source: General Fund
Total Cost: \$1,507.60

- | | | | | | |
|----|---------------------|-----------|----|------------------|------------|
| 1. | Horiba, Alice | El Marino | 3. | Rodriguez, Maria | El Marino |
| 2. | Kendrick, Marshanne | El Rincon | 4. | Uhe, Christina | La Ballona |

I. Extra Assignment – Linwood & Farragut, SJO Action Research Project
Effective October 1, 2014 through June 12, 2015 at \$1,000.00 stipend per teacher
Funding Source: General Fund
Total Cost: \$3,000.00

- | | | |
|----|----------------------|----------|
| 1. | Bark, Margaret | Farragut |
| 2. | Gualtieri, Natalie | Linwood |
| 3. | Pryharski, Christina | Linwood |

J. Extra Assignment – Farragut, Tutoring English Learner Students
Effective October 1, 2014 through June 1, 2015 at \$37.69 per hour, not to exceed
20 hours per teacher
Funding Source: Title III – Immigration Education
Total Cost: \$1,507.60

1. Conner, Jessica
2. Taing, Elizabeth

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 - Page 3

I. Authorization and Ratification of Employment – Continued

K. Extra Assignment – El Marino, Math Club Planning Meeting
Effective October 13, 2014 at \$37.69 per hour, not to exceed 1 hour
Funding Source: General Fund
Total Cost: \$37.69

1. Omuro, Mitsuko

L. Extra Assignment – El Marino, Math Club Sponsor
Effective April 1, 2015 through June 12, 2015 at \$350.00 stipend
Funding Source: General Fund
Total Cost: \$350.00

1. Omuro, Mitsuko

M. Extra Assignment – Middle School, After School Homework Help
Effective October 6, 2014 through June 12, 2015 at \$37.69 per hour, not to exceed stated hours
per week per teacher
Funding Source: Title I – Part A
Total Cost: \$8,442.56

- | | | | | | |
|----|---------------------------|---------|----|-----------------|--------|
| 1. | Allen, Arlis | 2 hours | 4. | Jones, Maggie | 1 hour |
| 2. | Cotton-Yarbrough, Phyllis | 1 hour | 5. | Ogren, Jennifer | 1 hour |
| 3. | Green-Bratton, Cathi | 1 hour | 6. | Thomasson, Leah | 1 hour |

N. Extra Assignment – Middle School, CIMI GATE Camp Chaperones
Effective October 24, 2014 through October 26, 2014 at \$200.00 stipend per teacher
Funding Source: PTSA
Total Cost: \$1000.00

- | | | | |
|----|------------------|----|-----------------|
| 1. | Daggett, Carlene | 4. | Slemmons, Sarah |
| 2. | Jacobs, Susanna | 5. | Woo, Alex |
| 3. | Lizotte, Jeanine | | |

O. Extra Assignment – Middle School, Tech Team Members
Effective October 14, 2014 through June 12, 2015 at \$37.69 per hour, not to exceed
10 hours per teacher
Funding Source: Student Achievement
Total Cost: \$753.80

1. Moncayo, Andrea
2. Takahashi, Ai

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 - Page 4

I. Authorization and Ratification of Employment – Continued

P. Extra Assignment – Middle School, Girls' Volleyball Coach
Effective September 4, 2014 through November 14, 2014 at \$929.00 stipend
Funding Source: Panther Partners
Total Cost: \$929.00

1. Siegal, Martin

Q. Extra Assignment – High School, Proctoring PSAT Exams
Effective October 18, 2014 at \$37.69 per hour, not to exceed 4 hours per teacher
Funding Source: PSAT/ASB
Total Cost: \$301.52

1. Phillips, Daniel
2. Yokogawa, Valerie

R. Extra Assignment – High School, Coach Training Adult CPR/AED & First Aid Certification
Effective October 17, 2014 at \$23.00 per person, 4 coaches total stipend of \$92.00
Funding Source: General Fund
Total Cost: \$92.00

1. White, Marcos

II. Revision of Previously Approved Item

1. Extra Assignment – High School, Long Term Substitute Coverage for Back to School
Previously approved on Board Report#5 on 10/14/14; item S
Effective October 1, 2014 at \$37.69 per hour, not to exceed 3 hours per teacher
Funding Source: General Fund
Total Cost: \$678.42

1. Brandt, Michael	4. Schuchman, Alan
2. Halloran, Christina	5. Tatum, Charles
3. Rothenberg, Philip	6. Thomas, Karla (adding to list)

III. Resignations

1. Farris, Dylan Principal – High School	Effective October 24, 2014 Reason: Other Job
2. Rios, Elizabeth Child Development Teacher	Effective October 15, 2014 Reason: Moving

BOARD REPORT

9.4 Certificated Personnel Services Report No. 6 - Page 5

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

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Impact for Classified Personnel Services Report No. 6

Total Funding Fiscal Impact:

General Fund Total:	\$163,824.57
	\$15.23 per hour, as needed
	\$14.92 per hour, as needed
	\$9.98 per hour, as needed
	\$9.00 per hour, as needed

BOARD REPORT

9.5 Classified Personnel Services Report No. 6

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Dono, Edward
Short-Term Clerk Typist II/Bilingual
District Office – Educational Services
3.9 hours per day, school year
Funding Source: General Fund
Effective November 3, 2014 through
April 30, 2015
Range 17 – \$17.33 per hour
Total Cost: \$7,907.68
2. Richter, Cynthia
Substitute Clerk Typist
District Office
Funding Source: General Fund
Effective October 17, 2014
Hourly, as needed – \$15.23 per hour
3. Guinn, JoNellia
Secretary III
High School – Extra Assignment –
Back to School Night
Not to exceed 3 hours
Funding Source: General Fund
Effective October 1, 2014
Range 25 – \$23.87 per hour
Total Cost: \$71.61
4. Stanis, Rebecca
Secretary II
High School – Extra Assignment –
Back to School Night
Not to exceed 3 hours
Funding Source: General Fund
Effective October 1, 2014
Range 22 – \$19.02 per hour
Total Cost: \$57.06
5. Conroy, LaShon
Summer Lunch Program Coordinator
La Ballona – Coordinate Program Activities
Not to exceed 20 hours
Funding Source: General Fund
Effective September 1, 2014 through
June 12, 2015
Range 18 – \$18.18 per hour
Total Cost: \$363.60

BOARD REPORT

9.5 Classified Personnel Services Report No. 6 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

B. Instructional Assistants

1. Alonzo, Patricia
Instructional Assistant – Special Education IIA
El Rincon – 6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective November 3, 2014
Range 16 – \$17.28 per hour
Total Cost: \$20,528.64
2. Avalos, Karla
Instructional Assistant – Special Education
El Rincon – 6 hours per day, school year
Funding Source: General Fund – Special Ed
Effective November 3, 2014
Range 14 – \$15.74 per hour
Total Cost: \$18,699.12
3. Jackson, Vickie
Substitute Instructional Assistant
District Office
Funding Source: General Fund
Effective October 20, 2014
Hourly, as needed – \$14.92 per hour
4. Diaz, Gaby
Instructional Assistant – Bilingual
La Ballona – Extra Assignment
CELDT Testing
Not to exceed 60 hours
Funding Source: General Fund
Effective September 16, 2014 through
October 17, 2014
Range 16 – \$19.02 per hour
Total Cost: \$1,141.20
5. Lopez, Maria
Instructional Assistant – Bilingual
High School – Extra Assignment
CELDT Testing
Not to exceed 15 hours
Funding Source: General Fund
Effective September 23, 2014 through
November 21, 2014
Range 16 – \$19.02 per hour
Total Cost: \$285.30

BOARD REPORT

9.5 Classified Personnel Services Report No. 6 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

B. Instructional Assistants – continued

6. Moore, Oladele
School Technology Technician
High School – Extra Assignment
PLC Meetings
Not to exceed 10 hours
Funding Source: General Fund
Effective October 1, 2014 through
June 12, 2015
Range 21 – \$19.55 per hour
Total Cost: \$195.50

7. Meza, Jose
Instructional Assistant – Special Education IIA
High School – Extra Assignment
Peer Tutoring
Not to exceed 55 hours
Funding Source: General Fund
Effective September 2, 2014 through
June 12, 2015
Range 16 – \$19.02 per hour
Total Cost: \$1,046.10

8. Aguilar, Georgina
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment
Field Trip
Not to exceed 2 hours
Funding Source: General Fund – Special Ed
Effective October 13, 2014
Range 16 – \$18.18 per hour
Total Cost: \$36.36

9. Jackson, Vickie
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment
Field Trip
Not to exceed 2 hours
Funding Source: General Fund – Special Ed
Effective October 13, 2014
Range 16 – \$17.28 per hour
Total Cost: \$34.56

BOARD REPORT

9.5 Classified Personnel Services Report No. 6 – Page 4

I. Authorization, Approval & Ratification of Employment – continued

C. Maintenance

1. Ventura, Ernest
School Custodian
High School
8 hours per day, 12 months per year
Funding Source: General Fund
Effective November 3, 2014
Range 16 – \$2,834.32 per month
Total Cost: \$34,011.84

D. Noon Duty Supervisors

1. Temporary Noon Duty Supervisors
Farragut – Extra Assignment – Staff Meetings
Not to exceed 3 hours per person
Funding Source: General Fund
Effective October 1, 2014 through June 12, 2015
Total Cost: \$179.64

- a. Andrade, Emma \$9.98 per hour
- b. Borrego, Tamara \$9.98 per hour
- c. Espinosa, Maria \$9.98 per hour
- d. Marshall, Wendy \$9.98 per hour
- e. Martin, Kimberly \$9.98 per hour
- f. Victor, Rosa \$9.98 per hour

E. Stipend Assignments

1. PSAT Proctors
High School – Not to exceed 7 hours per person
Funding Source: General Fund – PSAT/ASB
Effective October 18, 2014
Stipend of \$30.00 per hour
Total Cost: \$2,940.00

- a. Burne, Nancy
- b. Dordoni, Alicia
- c. Fujisawa, Margaret
- d. Gonzalez, Tina
- e. Guinn, JoNellia
- f. Heiner, Phyllis
- g. Herrera, Christina
- h. Jauregui, Xavier
- i. Mercado, Ana
- j. Meza, Jose
- k. Oviedo, Raul
- l. Ronchetti, Marilee
- m. Sharp, Dominique
- n. Stanis, Becky

BOARD REPORT

9.5 Classified Personnel Services Report No. 6 – Page 5

I. Authorization, Approval & Ratification of Employment – continued

F. Student Helpers

1. Burns, Tiana
Student Helper – Workability
Location outside of district
Funding Source: General Fund – Special Ed
Effective October 7, 2014
Hourly, as needed – \$9.00 per hour
2. DeLisio, Nicholas
Student Helper – Workability
Location outside of district
Funding Source: General Fund – Special Ed
Effective October 8, 2014
Hourly, as needed – \$9.00 per hour

II. Authorization, Approval & Ratification of Change of Assignment

1. Diaz, Alva
From: Accounting Technician/Bilingual
To: Accounting Supervisor/Bilingual
District Office – Business Services
8 hours per day, 12 months per year
Funding Source: General Fund
Effective October 22, 2014
Supervisory Schedule – \$6,360.53 per month
Total Cost: \$76,326.36

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

Moved by:

Seconded by:

Vote:

BOARD REPORT

10/28/14

9.6

9.6 Approval is Recommended for the Stipulated Expulsion of Pupil Services Case #04-14-15

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 #04-14-15, a 9th 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 June 12, 2015.

RECOMMENDED MOTION: That the Board approve the stipulated expulsion of Case #04-14-15 until June 12, 2015.

Moved by: Seconded by:

Vote:

BOARD REPORT

10/28/14

9.7

9.7 Approval is Recommended for the CCHS Girls Basketball Team to attend the McDonald's Classic Tournament in El Paso , Texas, Dec. 6-8, 2014

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. Board Policy 4133 states that all out-of-state travel must have Board approval.

Culver City High School requests approval for the Girls Basketball Team to participate in the McDonald's Basketball Classic tournament in El Paso, Texas, December 6 through December 8, 2014. The team will be chaperoned by Mr. Tom Salter and additional staff and registered volunteers/parents. Airfare costs are paid by the tournament; hotel, ground transportation and food will be paid by the Booster club. Students will miss two days of school.

Recommended Motion: That the Board approve the CCHS Girls Basketball Team to attend the McDonald's Classic Tournament in El Paso , Texas, Dec. 6-8, 2014.

Moved by:

Seconded by:

Vote:

10/28/14

10.1

BOARD REPORT

10.1 CCUSD – Power of Us Recognition

Success for All Takes US ALL! This monthly agenda item will focus on celebrating staff, students, community members and partners whose efforts model our deep belief in all students and represent our commitment to working together to ensure all children learn at high levels.

10/28/14

10.2

BOARD REPORT

10.2 Culver City Education Foundation Building Blocks for Education

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

Members of the Education Foundation will be making presentations to Joseph "Joe" Chabola, Jerry Chabola, and Earl Jackson, Sr.

10/28/14

10.3

BOARD REPORT

10.3 Culver City Education Foundation Check Presentation to CCUSD

The Culver City Education Foundation has received a grant from the Fineshriber Foundation. Leslie Adler, Executive Director of the Culver City Education Foundation, will acknowledge the Fineshriber Foundation and present a check to CCUSD.

BOARD REPORT

10/28/14

12.1

12.1 First Reading of Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program

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

Revised Board Policy and New Administrative Regulation 6172, Instruction – Gifted and Talented Student Program, are being presented for a first reading.

GIFTED AND TALENTED STUDENT PROGRAM

The Governing Board believes that all students deserve an education that matches their abilities. The district shall participate in the California Gifted and Talented Pupil Program in order to give gifted and talented students opportunities to acquire skills and understanding at levels commensurate with their potential. By cultivating their exceptional abilities or talents, these students may contribute significantly to our society's progress in diverse fields.

Gifted and talented programs may offer special day classes; part-time grouping; enrichment activities; cluster grouping; independent study; acceleration; postsecondary education opportunities; services for underachieving, linguistically or culturally divergent and/or economically disadvantaged eligible students; and special counseling or instruction not offered in the regular classroom.

The Governing Board believes that all students deserve an education that challenges them to reach their full potential. The district shall provide gifted and talented students with opportunities for learning commensurate with their particular abilities and talents.

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6000 - Concepts and Roles)

The Superintendent or designee shall establish procedures which ensure parent/guardian participation in planning, evaluating and implementing the program. (Education Code 52208)

The Board shall conduct an annual assessment of the gifted and talented program. (Education Code 52208)

The Superintendent or designee shall identify students for the district's gifted and talented education (GATE) program on the basis of demonstrated or potential intellectual development. The Superintendent or designee shall provide all eligible students, including economically disadvantaged students, English learners, and students of varying cultural backgrounds, with full opportunities to participate in the GATE program and shall provide special counseling or services as necessary to help such students to succeed in the program.

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

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6174 - Education for English Language Learners)

The district's GATE program shall be designed to provide articulated learning experiences across subjects and grade levels and shall meet or exceed state academic content standards

GIFTED AND TALENTED STUDENT PROGRAM (continued)

and curriculum frameworks.

(cf. 6011 - Academic Standards)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6178 - Career Technical Education)

Educational opportunities in the district's GATE program may include:

1. Cluster groupings, in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher.

2. Part-time groupings, in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day.

3. Acceleration, in which students are placed in grade levels or classes more advanced than those of their chronological age group.

(cf. 5123 - Promotion/Acceleration/Retention)

4. Opportunities to attend classes conducted by a college or community college.

(cf. 6172.1 - Concurrent Enrollment in College Classes)

5. Advanced Placement classes, International Baccalaureate program, or honors classes.

(cf. 6141.5 - Advanced Placement)

6. Supplemental educational activities which augment students' regular educational programs in their regular classrooms and may include the use of advanced materials and/or provide special opportunities from persons other than the regular classroom teacher.

In addition, the district's program shall support the social and emotional development of GATE students in order to promote student engagement in school.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

GIFTED AND TALENTED STUDENT PROGRAM (continued)

Staff development shall be provided as needed to support teachers in understanding the unique learning styles and abilities of gifted and talented students and in developing appropriate instructional strategies.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

As appropriate, the Superintendent or designee may involve certificated staff, students, parents/guardians, and community members in the planning, and implementation of the GATE program.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly report to the Board regarding the progress of students enrolled in the district's GATE program. Reports may include, but are not limited to, student achievement test results, school attendance, and feedback from program staff and participants.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

37223 Weekend classes for mentally gifted minors

48800-48802 Enrollment of gifted students in community college

51740 Instruction by correspondence

51745-51749.3 Independent study programs

52060-52077 Local Control and Accountability Plan

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

1633 Instruction by correspondence

Management Resources:

WEB SITES

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

Instruction

BP 6172(d)

GIFTED AND TALENTED STUDENT PROGRAM (continued)

California Association for the Gifted: <http://www.cagifted.org>

Council for Exceptional Children, The Association for the Gifted (CEC-TAG):

<http://www.cectag.org>

National Association for Gifted Children: <http://www.nagc.org>

(cf. 1220- Citizen Advisory Committees)

Legal Reference:

EDUCATION CODE

52200-52212 *Gifted and Talented Pupil*

Program **CODE OF REGULATIONS.**

TITLE 5

3820-3870 *Gifted and Talented Pupil Program*

Policy

adopted: July 7, 1998

Policy

Reviewed: October 28, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

GIFTED AND TALENTED STUDENT PROGRAM

Program Coordinator

The Superintendent or designee may appoint a district coordinator who has demonstrated experience and knowledge in gifted education to oversee implementation of the district's gifted and talented education (GATE) program, including student identification procedures, recordkeeping, and other duties as assigned.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also may appoint, for each school site, a GATE coordinator who shall be responsible for implementation of program services at that school site.

Identification of Gifted and Talented Students

Students may be recommended for the GATE program by administrators, teachers, counselors, other staff, or parents/guardians. Parent/guardian consent shall be obtained before administering any assessments for the sole purpose of identifying students for this program or for placing a student in the program.

The Superintendent or designee shall select students for the program based on their demonstrated or potential ability for high performance in categories identified by the Governing Board, as evidenced by any of the following indicators:

1. A score at or above the 95th percentile on the Naglieri Nonverbal Ability Test (NNAT) *Nonverbal; pictures only*
2. A score at or above the 95th percentile on the OLSAT (Otis-Lennon School Ability Test) *Verbal and nonverbal; text, pictures*

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee may base alternate selection decisions upon the evaluation of additional pertinent evidence by the principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist and/or other expert. These persons may review screening, identification, and placement data and shall meet when necessary to resolve any differences in assessment and recommendations. In reviewing evidence of a student's abilities, the Superintendent or designee also shall consider the economic, linguistic, and cultural characteristics of the student's background.

Instruction

AR 6172(b)

GIFTED AND TALENTED STUDENT PROGRAM (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6174 - Education for English Language Learners)

A student who transfers into the district shall be considered for the GATE program if he/she was identified as a gifted and talented student in his/her previous district based on similar indicators listed above or shall be given the opportunity to qualify for the GATE program utilizing district indicators.

Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral or the Superintendent or designee determines it to be in the student's best interest.

Administrative
Regulation Reviewed:
October 28, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, CA

BOARD REPORT

10/28/14

12.2

12.2 **First Reading of Revised Board Policy 5127, Students – Graduation Ceremonies and Activities**

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

Revised Board Policy 5127, Students – Graduation Ceremonies and Activities, is being presented for a first reading.

GRADUATION CEREMONIES AND ACTIVITIES

High school graduation ceremonies shall be held to recognize those students who have **earned a diploma by** successfully completed ~~ing~~ the required course of study, ~~passed all proficiency~~ **satisfying district** standards, and ~~thereby earned the right to receive a diploma~~ **passing any required assessments**. The Governing Board believes that these students deserve **the privilege of** a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 – Academic Standards)

(cf. 3260 – Fees and Charges)(cf. 6143 – Courses of Study)

(cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with **Disabilities** Exceptional Needs)**(cf. 6162.52 – High School Exit Examination)**

~~At the discretion of the Superintendent or designee, a student who is within 10 credits of will completing graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the required credits have been earned, a diploma shall be sent to the student.~~

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Invocations, **prayers**, and/or benedictions shall not be included in graduation ceremonies. **The school or district shall not sponsor other** Ceremonies or programs **for graduates that include** ~~involving prayer for graduates shall not be sponsored by the school or district.~~

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

Disciplinary Considerations

In order to encourage high standards of student conduct and behavior, the principal may deny **a student** the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. ~~School rules shall ensure that the student and parent/guardian receive written notice of the privilege(s) to be denied, the grounds for such denial and the means whereby a student may appeal this decision.~~ **Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such**

GRADUATION CEREMONIES AND ACTIVITIES (continued)

denial and shall be given an opportunity to respond. If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision.

(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)(cf. 5144 – Discipline)

(cf. 5145.6 - Parental Notifications)

(cf. 6161.2 - Damaged or Lost Instructional Materials)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of a valedictorian(s) and salutatorian(s). ~~The Superintendent or designee shall establish procedures that ensure a fair determination of the students who have achieved the highest grade point average in the graduating class. If a tie exists, the principal may honor more than one valedictorian and/or salutatorian.~~ **Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.**

(cf. 5121 - Grades/Evaluation of Student Achievement)

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

(cf. 5126 - Awards for Achievement)

~~Foreign exchange students may receive honorary diplomas during the graduation ceremony.
(Education Code 51225.5)~~

Conduct at Graduation Ceremonies

Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at his/her option, wear his/her military dress uniform at the ceremony.

(cf. 6145.6 - International Exchange)

Students

BP 5127(c)

GRADUATION CEREMONIES AND ACTIVITIES (continued)

Elementary/Middle School Promotion Exercises

The Board desires that each elementary and middle school provide age-appropriate promotion exercises to recognize students who have completed the school's course of study.

This Board Policy, as revised by the Board of Education on November 18, 2014, will apply to students graduating in the year 2016, and each year thereafter.

Legal Reference:

EDUCATION CODE

40014 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange

students 51400-51403 Elementary school diploma

51410 Diplomas: no indication of intellectual classification

51411 Residence as condition for graduation; prohibition

51412 Standards of proficiency

Lee v. Weisman, (1992) 112 S.Ct. 2649

Sands v. Morongo Unified School District (1991) 53 Cal. 3d 863

Lemon v. Kurtzman (1971) 403 U.S. 602

Fowler v. Board of Education of the Hickory Administrative School Unit (1978) 448 F. Supp. 497

Mifflin County School District v. Stewart (PA. Cmwlth. 1986) 503 A.2d 1012, 30 Educ. L.R. 403

Jones v. Clear Creek Independent School District (1992, 5th Cir.) 977 F.2d 963

Harris v. Joint School District #241 (1994, 9th Cir.) No. 93-35839

Management Resources:

CDE PROGRAM ADVISORIES

0615.89 Granting credit for passing GED, SPB:88/89-11

Policy

adopted: January 20, 1998

Policy reviewed: October 28, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

BOARD REPORT

10/28/14

12.3

12.3 First Reading of Board Bylaw 9121, President

It is recommended practice that the Board of Education review Board Policies, Administrative Regulations and Board Bylaws on a regular basis. Board Members requested that this item be brought to a Board meeting for review.

PRESIDENT

The president shall preside at all Governing Board meetings.
He/she shall:

1. Call the meeting to order at the appointed time;
2. Announce the business to come before the Board in its proper order;
3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act;
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference;
5. Explain what the effect of a motion would be if it is not clear to every member;
6. Restrict discussion to the question when a motion is before the Board;
7. Rule on issues of parliamentary procedure;
8. Put motions to a vote, and state clearly the results of the vote;
9. Be responsible for the orderly conduct of all Board meetings

(cf. 9323 – Meeting Conduct)

The president shall have all the rights of any member of the Board, including the right to discuss and vote on all questions before the Board in alignment with Robert's Rules of Order. In the event that the Board President wishes to move or second a motion he or she must relinquish to the gavel to the Vice President.

The Board President shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, and orders necessary to carry out state requirements and the will of the Board.
2. Consulting with the Superintendent or designee on the preparation of the Board's agendas.

(cf. 9322 – Agenda/Meeting Materials)

3. Working with the Superintendent to ensure that Board members have necessary materials and information.
4. Appointing and dissolving committees subject to Board Approval.
5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law.

PRESIDENT (continued)

(cf. 9320 – Meetings and Notices)

(cf. 9321 – Closed Session Purposes and Agendas)

6. Representing the District as governance spokesperson, in conjunction with the Superintendent.

(cf. 1112 – Media Relations)

7. Confer with the Superintendent or designee on crucial matters which may occur between Board meetings;

8. Participate in finalist interviews with the Superintendent for the Principals/Senior Administration positions.

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notices

35144 Special meetings

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardmanship, 1996

WEB SITES

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

Bylaw

adopted: July 29, 1997

Revised: Dec. 11, 2012

CULVER CITY UNIFIED SCHOOL

Culver City, California

12.4 Anti-Bullying Proclamation

October is National Bullying Prevention Awareness Month. In recognition and affirmation of CCUSD's commitment to provide positive, caring, accepting, kind and encouraging places to learn and work, the CCUSD School Board will proclaim the month of October 2014 as Bullying Prevention Awareness Month.

PROCLAMATION

OCTOBER IS BULLYING PREVENTION MONTH

WHEREAS, bullying is physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people; and,

WHEREAS, many organizations, school districts, educators, and parents have publicly expressed concern about the effects of bullying, especially on children; and,

WHEREAS, each day an estimated 160,000 young persons refuse to go to school because they dread the physical and verbal aggression of their peers and the loneliness that comes from being excluded and made the target of rumors and cyber-bullying; and,

WHEREAS, as a result of bullying, many more students attend school in a chronic state of anxiety; and,

WHEREAS, it is important that we as a society acknowledge and heighten awareness about the serious issues and negative effects of bullying, including the long-term damage it can cause to our youth, including increasing the risk of teenage suicide, and work to reduce and ultimately eliminate bullying.

NOW, THEREFORE, BE IT RESOLVED, that the School Board of the Culver City Unified School District hereby proclaims the month of October 2014 as Bullying Prevention Month in Culver City and, encourages all residents to support and engage in awareness and prevention activities designed to make our school and community safer for all, especially for our children.

Dated this 28th day of October 2014.

Laura Chardiet, President

Nancy Goldberg, Vice President

Steven M. Levin, Ph.D., Clerk

Katherine Paspalis, Esq., Parliamentarian

Susanne Robins, Member

David LaRose, Superintendent

BOARD REPORT

10/28/14

12.5

12.5 Resolution on Local Reserves Cap

Board Members will discuss, review and consider the proposed CSBA (California School Board Association) Resolution on Local Reserves Cap SB 858, Section 27/California Education Code 42127.01. The resolution calls upon the Legislature and Governor to immediately repeal or substantially change the language contained in Sec 27 of SB 858 and Education Code 42127.01 which will limit district reserve levels in future years to two or three times the minimum recommended levels for economic uncertainties.

Resolution on Local Reserves Cap
SB 858, Section 27/California Education Code 42127.01
(Rev. 09.22.14)

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the NAME OF SCHOOL DISTRICT currently maintains a reserve of approximately ##% for purposes of LIST SOME OF THE REASONS FOR YOUR DISTRICT'S RESERVE LEVEL (i.e., planned expenses/purchases such a major textbook adoptions, planned projects such as deferred maintenance/HVAC/roofing needs, to meet cash flow needs to allow the district to make payroll etc. during the next economic downturn and when the revenues from Proposition 30 begin to sunset, to maintain an acceptable credit rating, etc.); and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10, and

WHEREAS, SB 858, Sec. 27 Education Code 42127.01, will become operative should voters pass Proposition 2 on the November 2014 state ballot, and will require school districts to spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves; now, therefore, be it

Resolved, That the Board of Education of the NAME OF SCHOOL DISTRICT calls upon the Legislature and the Governor to repeal the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.

1.0 Approval of Payments to Balfour Beatty Company for Elevator Project Progress Payments

At this time we need to conduct a meeting of the Board of Directors of Culver City School Facilities Financing Authority in order for the Directors to approve the issuance of funds to Balfour Beatty Company for two progress payments for work completed on our elevator projects. These funds are available and authorized for this purpose from the proceeds generated by the refinancing of our Measure T Bonds, and which are held by our Trustee, U.S. Bank.

The payments to Balfour Beatty will be for payment applications number 4 and 5 in the total amount of \$652,998.91.

RECOMMENDED MOTION: That the Board of Directors of Culver City School Facilities Financing Authority approve payment to Balfour Beatty Company for \$652,998.91.

Moved by:

Seconded by:

Vote:

SCHEDULE I

<u>Payee Name and Address</u>	<u>Purpose</u>	<u>Amount</u>
Balfour Beatty Company 10620 Treena Street Suite 300 San Diego, CA 92131	Elevator Project Pay Apps #4 & #5	\$ 652,998.91

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

TO OWNER:
Culver City Unified School District
4034 Irving Place
Culver City, CA 90232

PROJECT:
CCHS New Elevator & Classroom HVAC
CCMS New Elevator
CCUSD P.O. # 63569

FROM GENERAL CONTRACTOR:
BALFOUR BEATTY CONSTRUCTION
10620 Treana Street Suite 300
San Diego, CA 92131

VIA ARCHITECT:
Westburg & White
14471 Chambers Suite 210
Tustin, CA 92780

APPLICATION NO: **4** Distribution to:
 OWNER
 ARCHITECT
 INSPECTOR

MONTH ENDING: **08/31/14**
 APPLICATION DATE: **08/31/14**

PROJECT NO: **13161000**

CONTRACT FOR (SCOPE OF WORK): CCHS New Elevator & Classroom HVAC/CCMS New Elevator

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Architect (A/E) certifies that to the best of the A/E's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the District for Work for which previous Certificates for Payment were issued and payments received from the District and that no payment shown herein is now due.

1. ORIGINAL CONTRACT SUM
 \$ 1,569,872.00

2. Net change by Change Orders
 \$ 1,569,872.00

3. CONTRACT SUM TO DATE (Line 1 + 2)
 \$ 1,061,238.60



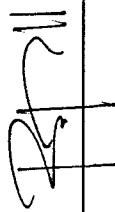
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:
 a. 5 % of Completed Work (Column D + E on G703) \$ 53,061.93
 b. 5 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 53,061.93
 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,008,176.67

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 466,743.76
 8. CURRENT PAYMENT DUE \$ 541,432.91
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 561,695.33

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0


DISTRICT:  Date: 10/9/14
 INSPECTOR:  Date: 9/e/14
 ARCHITECT:  Date: 8/28/14

GENERAL CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the trade contractor certifies to the Owner that to the best of the trade contractors knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 541,432.91

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
GENERAL CONTRACTOR:

By:  Date: 8/25/2014
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
 Culver City Unified School District
 4034 Irving Place
 Culver City, CA 90232

PROJECT:
 CCHS New Elevator & Classroom HVAC
 CCMS New Elevator
 CCUSD P.O. # 63569

FROM GENERAL CONTRACTOR:
 BALFOUR BEATTY CONSTRUCTION
 10620 Treena Street Suite 300
 San Diego, CA 92131

VIA ARCHITECT:
 Westburg & White
 14471 Chambers Suite 210
 Tustin, CA 92780

APPLICATION NO: 5

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	INSPECTOR
<input type="checkbox"/>	

MONTH ENDING: 09/30/14

APPLICATION DATE: 09/30/14

PROJECT NO: 13161000

CONTRACT FOR (SCOPE OF WORK): CCHS New Elevator & Classroom HVAC/CCMS New Elevator

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Architect (A/E) certifies that to the best of the A/E's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the District for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due.

- ORIGINAL CONTRACT SUM**
 - Net change by Change Orders
 - CONTRACT SUM TO DATE (Line 1 + 2)**
 - TOTAL COMPLETED & STORED TO DATE (Column G on G703)**
- | | |
|----|--------------|
| \$ | 1,569,872.00 |
| \$ | 1,569,872.00 |
| \$ | 1,178,676.50 |

- RETAINAGE:**
 - % of Completed Work (Column D + E on G703)
 - % of Stored Material (Column F on G703)
- | | |
|----|-----------|
| \$ | 58,933.83 |
| \$ | - |

- Total Retainage (Lines 5a + 5b or Total in Column I of G703)
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)**
 - LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)**
 - CURRENT PAYMENT DUE**
 - BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)**
- | | |
|----|--------------|
| \$ | 58,933.83 |
| \$ | 1,119,742.67 |
| \$ | 1,008,176.67 |
| \$ | 111,566.00 |
| \$ | 450,129.34 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

DISTRICT: _____ Date: 10/9/14

INSPECTOR: _____ Date: 10/2/14

ARCHITECT: _____ Date: OCT 2014

GENERAL CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the trade contractor certifies to the Owner that to the best of the trade contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 111,566.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

GENERAL CONTRACTOR: _____ Date: 9/23/2014

By: _____ Date: 9/23/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BOARD REPORT

10/28/14

14.1a

14.1a Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates

Board Bylaw 9320 states that the Board of Education shall hold two public board meetings each month unless a change in the schedule is stipulated at a regularly scheduled Board Meeting.

It is the intent of the Board of Education to cancel the public meeting scheduled for November 25, 2014. This meeting is hereby rescheduled and will be held on November 18, 2014. Accordingly, the Board of Education must take action to waive its rules in order to cancel its regularly scheduled public Board meeting on November 25, 2014.

RECOMMENDED MOTION: That the Board of Education waive Bylaws of the Board 9320, Meetings, for the purpose of cancelling the regularly scheduled meeting of November 25, 2014 and rescheduling it for November 18, 2014 as presented.

Moved by:

Seconded by:

Vote:



BOARD REPORT

10/28/14

14.2a

14.2a Approval is Recommended for the CCUSD Local Educational Agency Program Improvement Plan Addendum Update under the No Child Left Behind Act of 2001

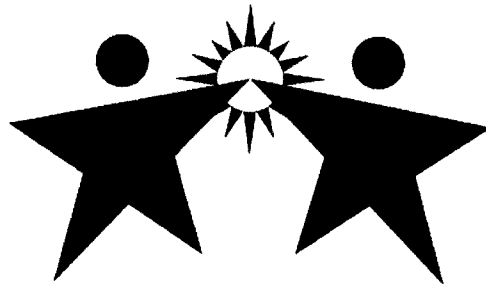
When a District enters Program Improvement, one of the requirements is to complete the Local Educational Agency (LEA) Program Improvement Plan Addendum. The LEA must develop an LEA Plan Addendum that focuses on a plan that ensures an increase in student achievement and performance. The previous CCUSD LEA Plan Addendum was written in 2011 and approved by the CCUSD Board of Education on December 13, 2011. After reviewing our previous plan, we created a new Addendum that is aligned with the current goals and outcomes of the district and modeled after our Local Control and Accountability Plan.

RECOMMENDED MOTION: That the Board approves the Local Educational Agency Program Improvement Plan Addendum Update under the No Child Left Behind Act of 2001.

Moved by:

Seconded by:

Vote:



CULVER CITY
UNIFIED SCHOOL DISTRICT

LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN ADDENDUM

**Adapted from the CCUSD
Local Control and Accountability Plan (LCAP) 2014-2015**

CD Code 19-64444

Section 1

Identify fundamental teaching and learning needs in the schools of the LEA and the specific academic problems of low-achieving students, including a determination of why the prior LEA Plan failed to bring about increased academic achievement for all student groups.

1. Discuss the results of the assessments used to determine the teaching and learning needs of the schools and the district.
2. Identify academic priorities.
3. Discuss why the prior LEA Plan was not successful.

LCAP Goal 2

(Need Determination)

The following information was used to determine there is a need for increased levels of professional development:

- Percentage of teachers that participate in PLC focused on student learning (currently 91%)
- Percentage of staff that are provided regular professional development opportunities in order to enhance collaboration (currently 53%).
- Percentage of staff that are provided regular professional development opportunities on effective instruction aligned to the California adopted Common Core State Standards (currently 42%).
- Percentage of staff that are trained on the effective use of technology (currently 31%).

(Academic Priority)

Transition from the previously adopted California academic content and performance standards to the Common Core State Standards (CCSS)

(Prior Lack of Success)

The district requires a substantial increase in professional development to fully implement the CCSS in all grade levels.

LCAP Goal 3)

(Need Determination)

The following information was used to determine that not all students are enrolled or completing the required coursework to be college and career ready.

- Percentage of students that complete courses which prepare them for the transition to college and career readiness as shown in course descriptions and published student pathways (currently 41%).
- Percentage of students that graduate (currently 91%).

(Academic Priority)

All students must be enrolled and successfully complete courses to prepare them to be college and career ready.

(Prior Lack of Success)

The district needs to access through the implementation of RTI to ensure that every student successfully completes all coursework to be college and career ready.

(LCAP Goal 4)

(Need Determination)

The following information was used to determine that not all students are progressing at a rate that will ensure college and career readiness by the end of 12th grade.

- Percentage of students completing a-g (currently 41%)
- Percentage of students graduating (currently 91%)
- Percentage of English Language Learners (EL) progressing toward English Proficiency (currently 63%)
- EL Reclassification rate (currently 18%)
- Students earning a 3 or better on the Advanced Placement exams (currently 76%)
- Percentage of students "Ready for College" in ELA based on the EAP (currently 39%)
- Percentage of students "Ready for College" in math based on the EAP (currently 34%)
- Percentage of students "Proficient" in math based on state testing (currently 74%)
- Percentage of students "Proficient" in ELA based on state testing (currently 72%)

(Academic Priority)

Every student will progress academically through each grade level ensuring college and career readiness by the end of 12th grade.

(Prior Lack of Success)

The district has not achieved this goal for all students due to a need for increased professional development, data analysis, parent participation, intervention materials, technology, and full implementation of a Response to Intervention Programs at each site.

Section 2

Include specific, measurable achievement goals and targets for student groups identified as not making Adequate Yearly Progress (AYP), including students with disabilities and English learners, as appropriate.

Based on LCAP Goal 4:

- The percentage of students that will complete all a-g coursework will increase from 41% to 43%.
- The percentage of students that will graduate will increase from 91% to 92%.
- The percentage of English Language Learners (EL) progressing toward English Proficiency will increase from 63% to 65%
- The percentage of English Language Learners (EL) that will reclassify will remain at 15% or higher.
- The percentage of students that earn a 3 or better on the Advanced Placement exams will increase from 76% to 77%.
- The percentage of students that will be "Ready for College" in ELA based on the EAP will increase from 39% to 41%.
- The percentage of students that will be "Ready for College" in Math based on the EAP will increase from 34% to 36%.
- The percentage of students "Proficient" in math will not be measured this year. (No metric available)
- The percentage of students "Proficient" in ELA will not be measured this year. (No metric available)
- The percentage of students "Proficient" on district common assessments of essential standards baseline data will be determined.

Section 3

Incorporate research-based strategies to strengthen the core academic program for identified student groups in schools served by the LEA, including students with disabilities and English learners, as appropriate.

Based on LCAP Goal 4:

- Appropriately place and support all students to ensure they will progress academically through each grade level. *Year 1: Analyze data to refine support for student achievement. *Year 2 & 3: Continue to analyze data to refine support for student achievement.
- Provide professional development for teaching content, building capacity, and improving instruction. *Year 1: Review data, design and implement a comprehensive professional development program (e.g. Guided Reading, CCSS implementation, BTSA /PAR, Arts Integration Program, GATE, etc.) *Year 2 & 3: Review data and continue to implement a comprehensive professional development program based on results.
- Implement the Math Leadership Core (MLC) at the secondary sites to improve instruction and student outcomes. *Year 1, 2, & 3: Increase the number of teachers participating in the training and implementation of MLC.
- Expand the math professional development through the ART of TEACHING at the elementary sites. *Year 1, 2, & 3: Increase the number of sites, teachers and mentors participating in the ART of TEACHING with the use of Cognitive Guided Instruction (CGI.)
- Continue to train our administrators and teacher leaders to become experts in data analysis (e.g. School City, Aeries, etc.)
- Continue to provide targeted feedback to students using standards based assessments. Years 1, 2, & 3: Provide students with timely feedback based on assessment results. • Rubrics • Learning targets
- Continue the development and implementation of effective Professional Learning Community teams with the focus on “what do we do when students don’t learn, and what do we do when they do? (Question 3 and 4.) *Year 1: PLCs will review data by student and by standard/need to ensure success for all. *Year 2 & 3: PLCs will review individual and group student outcomes and address their needs to ensure success.
- Ensure students are college and career ready and successfully complete a-g requirements. *Year 1: PLCs will review data by student and by standard/need to ensure success for all. *Year 2 & 3: PLCs will review individual and group student outcomes and address their needs to ensure success.
- Provide students with Linked to Learning opportunities (connecting strong academics with real world experiences) through all classes including career and technical education (CTE) AVPA, and ROP. *Year 1, 2, & 3: Sites will provide Linked to Learning opportunity that are aligned the new standards for Career Ready Practice.
- Increase enrollment in AVID and expand the use of AVID strategies schoolwide at secondary sites. *Year 1, 2, & 3: Continue to expand the AVID programs at the secondary sites.
- Provide intervention support to ensure success for students including: • Initial data analysis for selection of students in intervention programs • PD for teachers (see Implementation of State Standards) • Supplemental materials (see Basic Services) • Intervention structure to monitor student progress • Refine interventions based on evidence.

- Continue to monitor Redesignated Fluent English Proficient students and provide intervention support.
- Provide intervention support as needed during the summer and before and after school.

Section 4

Specify actions to implement the identified strategies that have the greatest likelihood of improving student achievement in meeting state standards.			
Actions to be implemented to accomplish the identified strategies and how they will be supported and monitored.	Person(s) Responsible	Specific timeline	Estimated Cost / funding Source
Develop and coordinate the use of 21st century technology and tools in the classrooms. • Learning management system • Infrastructure setup • Expanded curriculum • Expanded use of technology *Year 1: Design a technology program that will allow students to access standards aligned curriculum. *Year 2: Implement the technology program that will allow students to access standards aligned curriculum. *Year 3: Review and revise the technology program that will allow students to access standards aligned curriculum	Assistant Superintendent, Coordinator of State and Federal Programs, & Instructional Specialists	2014-2015	\$50,000 Title II \$145,360 LCFF
		2015-2016	\$50,000 Title II \$145,360 LCFF
		2016-2017	\$50,000 Title II \$145,360 LCFF
Provide supplemental assistance and materials (reading coaches, ELA intervention / reading materials, and reading libraries) including print and 21st century tools and technology. *Year 1, 2, and 3: Sites will analyze the efficacy of the supplemental assistance and materials and continue to provide the assistance and materials as needed based on pupil outcome data.	Assistant Superintendent, Coordinator of State and Federal Programs, & Instructional Specialists	2014-2015	\$50,000 Title III \$20,000 Title I \$145,360 LCFF
		2015-2016	\$50,000 Title III \$20,000 Title I \$145,360 LCFF
		2016-2017	\$50,000 Title III \$20,000 Title I \$145,360 LCFF
Monitor Redesignated Fluent English Proficient students and provide intervention support.	Coordinator of State and Federal Programs	2014-2015	\$15,000 LCFF \$5,000 Title III
		2015-2016	\$15,000 LCFF \$5,000 Title III
		2016-2017	\$15,000 LCFF \$5,000 Title III
Institute district RTI	Superintendent and Assistant Superintendent	2014-2015	\$5,000 Title I
		2015-2016	\$5,000 Title I
		2016-2017	\$50,000 Title I
Institute a universal access time at all sites to allow for RTI during the school day in which no new learning is taking place.	Assistant Superintendent	2014-2015	

Section 5

Provide high-quality professional development for the instructional staff that focuses on instructional improvement and supports the strategies and actions described above.			
Professional development the LEA will provide to instructional staff to address the identified strategies and actions.	Person(s) Responsible	Specific timeline	Estimated Cost / funding Source
Provide professional development and collaboration time to develop PLCs and RTI site and district plans	Superintendent and Assistant Superintendent	2014-2015	\$50,000 Title I
		2015-2016	\$50,000 Title I
		2016-2017	\$50,000 Title I
Provide professional development to enhance instructional practices to close the achievement gap. *Year 1, 2, & 3: Review and revise the professional development plan to enhance instructional practices through the use of Educational Specialists, Reading Intervention Materials, & Professional Development.	Assistant Superintendent & Instructional Specialists	2014-2015	\$390,000 LCFF \$50,000 Title II
		2015-2016	\$396,000 LCFF \$50,000 Title II
		2016-2017	\$400,000 LCFF \$50,000 Title II
Continue to implement the Math Leadership Core through instructional coaching at the secondary sites to improve instruction and student outcomes. *Year 1, 2, & 3: Increase the number of teachers participating in the training and implementation of MLC.	Assistant Superintendent, .5 FTE at MS and .5 FTE at HS	2014-2015	\$83,612 LCFF
		2015-2016	\$85,612 LCFF
		2016-2017	\$87,612 LCFF
Expand the math professional development through the ART of TEACHING at the elementary sites. *Year 1, 2, & 3: Increase the number of sites, teachers and mentors participating in the ART of TEACHING with the use of Cognitive Guided Instruction (CGI.)	Assistant Superintendent	2014-2015	\$10,000 LCFF
		2015-2016	\$10,000 LCFF
		2016-2017	\$10,000 LCFF
Provide professional development on high engagement strategies, best practices and intervention support strategies for EL students and through conferences and district provided workshops including materials, supplies, and substitutes for during the day events, and hourly pay for after school trainings.	Coordinator of State and Federal Programs	2014-2015	\$40,000
		2015-2016	\$40,000
		2016-2017	\$40,000

Section 6

Incorporate, as appropriate, activities before school, after school, during the summer, and/or during an extension of the school year.			
Please describe those activities and how the LEA will incorporate them.	Person(s) Responsible	Specific timeline	Estimated Cost / funding Source
Provide intervention support for EL students as needed during the summer and before and after school including CAHSEE intervention, EL and LTEL intervention classes and tutoring as needed.	Coordinator of State and Federal Programs	2014-2015	\$23,000 LCFF \$20,000 Title III
		2015-2016	\$23,000 LCFF \$20,000 Title III
		2016-2017	\$23,000 LCFF \$20,000 Title III

Section 7

Include strategies to promote effective parental involvement in the school.			
Please describe parental involvement strategies and how the LEA will support them across the LEA.	Person(s) Responsible	Specific timeline	Estimated Cost / funding Source
Expand parent education based on parent feedback to increase the capabilities, connections, cognition, and confidence of our parents (USDE Partners in Education: Framework Program Goals). • ABI access / parent portal • Common Core • College and career • Math • ELA / ELD • Parenting classes • Latino Family Reading • CAFE	Coordinator of State and Federal Programs and site administrators	2014-2015	\$10,000 Title I \$10,000 Title III
		2015-2016	\$10,000 Title I \$10,000 Title III
		2016-2017	\$10,000 Title I \$10,000 Title III

California Department of Education
Local Educational Agency Title III Year 2
Improvement Plan Addendum Assurance

Local Educational Agency (LEA) Plan Information:

Name of LEA: Culver City Unified School District

County District Code: 19-64444

Date of Local Governing Board Approval: October 28, 2014

Address: 4034 Irving Place, Culver City, CA 90232

Contact Person:

Any inquiries concerning this plan should be directed to the attention of:

Dr. Kati Krumpe, Assistant Superintendent – Educational Services

Phone: 310-842-4220 x 4355 Fax: 310-842-4274 katikrumpe@ccusd.org

Signatures:

On behalf of LEAs, participants included in the preparation of this Improvement Plan Addendum:

_____ Signature of Superintendent	_____ David LaRose	_____ Date
_____ Signature of Board President	_____ Laura Chardiet	_____ Date
_____ Signature of English Learner Coordinator/Director	_____ Dr. Kati Krumpe, Asst. Supt. Educational Services	_____ Date

Certification:

By submission of the local board approved LEA improvement plan addendum (in lieu of the original assurance page in hard copy), the LEA certifies that the plan and original signed copies of the assurances are on file in the LEA. The certification reads:

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that to the best of my knowledge information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Improvement Plan Addendum are on file, including signatures of any required external providers, i.e., district assistance and intervention team and English Learner Coordinator/Director.

BOARD REPORT

10/28/14

14.2b

14.2b Approval is Recommended for the Expulsion of Pupil Services Case # 02-14-15

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 Administrative Hearing Panel recommends to the governing board of the Culver City Unified School District that Pupil Services Case #02-14-15, a ninth grade student at Culver City High School, be expelled from the District for the remainder of the first semester of the 2014-2015 school year through and including the second semester of the 2014-2015 school year.

RECOMMENDED MOTION:

That the Board approve the recommendation of the Expulsion of Pupil Services Case #02-14-15 as presented and that the student be referred to a county Community Day school or be placed in another school determined by the parent, through June 2015.

Moved by:

Seconded by:

Vote:

BOARD REPORT

10/28/14

14.3a

14.3a Authorization of 2014-2015 Agreement between Culver City Unified School District and Sandy Pringle Associates

At this time, we need to approve the 2014-15 agreement with Sandy Pringle Associates to continue our DSA Inspector of Record services for the current year to incorporate the additional scope and hours approved at our September 23, 2014 board meeting.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District authorize the Superintendent or Designee to sign an agreement with Sandy Pringle Associates.

Moved by:

Seconded by:

Vote:

**PROJECT INSPECTOR SERVICES
AGREEMENT ENTERED INTO ON October 16, 2014
BETWEEN
CULVER CITY UNIFIED SCHOOL DISTRICT and SANDY PRINGLE ASSOCIATES**

ARTICLE 1 **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

The Consultant agrees to further the interests of the **OWNER** by furnishing the Consultant's and its Associates' skill and judgment in cooperation with, and in reliance upon, the services of the **OWNER's** Staff. The Consultant agrees to provide the **OWNER** with **Certified Project Inspector Consulting Services** in connection with **OWNER's** construction, modernization and/or rehabilitation projects, District-wide for whatever Projects designated by the District.

- 1.1 **SCOPE OF CONSULTANT'S SERVICES**
Basic--Services. The Consultant will act as an independent contractor performing the following tasks on a continuous basis as required by the **OWNER** and as defined in Attachment A.
- 1.2 **FEE STRUCTURE:** Refer to Article 3.
- 1.3 **Consultant Responsibilities** Consultant and its Associates shall provide and perform, per DSA Regulations and California Title 24, **PROJECT INSPECTOR** services for Construction Projects under this agreement.
- 1.4 **COMMUNICATIONS:** All communications shall be copied to the **OWNER** and/or its authorized representative as requested by the **OWNER**. Only the **OWNER** and/or its authorized representative, as designated, will have the authority to establish priorities and request the Consultant's additional services.

ARTICLE 2 **TERMS AND CONDITIONS OF WORK**

- 2.1 **RESPONSIBILITIES / QUALIFICATIONS / STATUS OF CONSULTANT**
- 2.1.1 **The Consultant and its Associates** shall be subject to the approval of the **OWNER**, and Design Professional, and to meet the requirements of and obtain the approval of the **Regulatory Agency**.
- 2.1.2 **Consultant and its Associates** must meet the qualifications for on-site **Project Inspector** as provided in the State Building Code Part 1, Title 24 Section 4 Article 5.
- 2.1.3 **The Consultant represents** and maintains that the Consultant and its Associates are skilled in the professional calling necessary to perform all services, duties and obligations required by this agreement to fully and adequately complete the Project. The Consultant and its Associates shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Consultant further represents and warrants to the **OWNER** that it has all licenses, permits, qualifications, insurance policies, and approvals of whatever nature are legally required to practice its profession. The Consultant and its Associates further warrant that all such licenses and approvals will remain in effect during the term of this Agreement.
- 2.1.4 **Designation of Inspector.** Consultant designates Roy Otsuka Inspector (or another District approved, DSA Project Inspector) as the Inspector who will provide and perform **PROJECT INSPECTOR** Services during construction of the Project(s). Consultant shall provide all necessary **Project Inspector(s)** and Assistant(s) to the **Project Inspector** as required by the **Regulatory Agency** or indicated by the condition or status of Project construction and to comply with applicable laws or regulations. Billing per Article 3.
- 2.1.5 **The OWNER retains** the Consultant on an Independent Contractor basis and the Consultant is not an employee of the **OWNER**. Personnel performing the Services under this Agreement on behalf of the Consultant shall at all times be reportable and responsible to the **Consultant, the Regulatory Agency, the Design Professional and the OWNER**.
- 2.1.6 **Inspector Fees.** The Consultant shall pay all amounts due such personnel in connection with their performance for services and as required by law. The Consultant, as applicable, shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.
- 2.2 **CONSULTANT STAFF:**
- a. **The Consultant has been selected** to perform the work herein because of the skills and expertise of key individuals.
- b. **The designated Inspector, Roy Otsuka** (or another approved Inspector), and any other additional **Certified Inspectors** as may be subsequently approved by the **OWNER** and the **Regulatory Agency** in the required classification with the individual approved Inspectors shall remain so long as his/her performance continues to be acceptable to the **OWNER**. Additionally, the Consultant must furnish the names, for approval by the **OWNER**, of all key people in Consultant's firm that will be associated with the Project.
- c. **Consultant will be responsible** to provide appropriate and approved temporary Inspection Personnel in the event of a temporary vacancy by the assigned **Project Inspector**. Any such Temporary Personnel will be approved in advance, whenever possible, by the **OWNER, the Regulatory Agency and the Design Professional**.
- d. **All Consultant Personnel provided** under this Agreement shall be subject to approval by the **OWNER** and the **Regulatory Agency**. Any changes in personnel from the individual(s) initially provided by Consultant shall require **OWNER's** and **Regulatory Agency's** approval.
- e. **Changes in Inspection Personnel, directed or requested** by either the **OWNER** or Consultant shall require 10 days written notice to the other party. Replacement Inspection Personnel shall meet all the approval requirements of this Agreement.
- f. **If the assigned individual(s) fail** to perform to the satisfaction of the **OWNER** or the **Regulatory Agency**, then, upon written notice, the Consultant will have ten (10) working days to remove that person from the Project and replace with one acceptable to the same.
- 2.3 **OWNER's RIGHTS:** The **OWNER** reserves the right to employ other Consultants in connection with the Project, or to perform work related to the Project with the **OWNER's** own forces. The Consultant shall notify the **OWNER** if any such independent action will in any way compromise the Consultant's responsibilities under this Agreement.

- 2.3.1 **RESPONSIBILITIES OF OWNER:** The OWNER shall provide the Consultant with documented project information in its possession, which is reasonably necessary for the Consultant's performance of the work described herein. The OWNER shall designate a representative as the Consultant's primary contact for all project information; the representative shall be responsible for examining all documents submitted by the Consultant and shall render decisions and additional information in a prompt and effective manner as required to support the project. The OWNER shall provide prompt payment for all approved invoices, as provided for in this Agreement.
- 2.4 **TERMINATION; SUSPENSION**
- 2.4.1 **Termination for Default.** Either the OWNER or Consultant may terminate this Agreement upon ten (10) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the tenth (10th) day following the date of receipt of the written termination notice. In addition to the OWNER's right to terminate this Agreement for Consultant's default, the OWNER may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) Consultant disregards applicable laws, codes, ordinances, rules or regulations applicable to this Agreement or the services and obligations to be performed by Consultant. Amount due Consultant shall be that portion of the Contract Price due for Basic Services and Reimbursables actually provided as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the OWNER as a result of Consultant's default.
- 2.4.2 **Termination for Convenience.** The OWNER or the Consultant may, at any time, upon thirty (30) days advance written notice to Other Party, terminate this Agreement for Convenience. If the OWNER or the Consultant elects to terminate this Agreement for Convenience, within thirty (30) days following the effective date of such termination, the OWNER will make payment to Consultant for Basic Services actually provided prior to the effective date of the termination for convenience.
- 2.4.3 **Design Professional / Regulatory Agency Approval.** If either the Design Professional or the Regulatory Agency shall not approve the specified Associate to provide Project Inspector Services for Project construction, this Agreement shall be deemed terminated without further rights or obligations of the OWNER or Consultant hereunder. Unless the OWNER shall have directed Consultant's performance prior to the Project Architect and the Regulatory Agency approval of the Project Inspector, no part of the Contract Price shall be due Consultant if Consultant is not approved to provide Project Inspector Services by the Project Architect or the Department of General Services.
- 2.4.4 **OWNER Suspension.** The OWNER may direct suspension of Project construction and suspension of Consultant's services hereunder, given ten (10) days notice. If the OWNER so suspends the work, the Consultant reserves the right to place the assigned Inspectors on other sites and does not guarantee the return of any previously assigned personnel, perhaps thereby necessitating the submittal and subsequent approval of different Project Inspection personnel.
- 2.4.5 **The foregoing notwithstanding,** the fees due the Consultant shall not be subject to adjustment if the OWNER's directive to suspend Project construction or Consultant's services hereunder is as a result, in whole or in part from the acts, omissions or conduct of other than the Consultant.
- 2.5 **NOTICES.**
- 2.5.1 **Any notices relevant to this Agreement may be served effectively upon either the OWNER or the Consultant, one to the other, by delivering such notice in writing, or sending such notice by fax or certified mail. All notices to be delivered by mail shall be deposited in a United States mail depository with first class postage thereon fully prepaid.**
- 2.5.2 **All certificates, endorsements, cancellations, and other notices required under this Agreement shall be delivered to the following addresses:**

OWNER:
Culver City Unified School District
Mike Reynolds
4014 Irving Place
Culver City, CA 92032
310.824-4220

CONSULTANT:
Sandy Pringle Associates
1108 Sartori Avenue, Ste 300
Torrance, CA 90501
310.787.8811

- 2.6 **HOLD HARMLESS**
- 2.6.1 **CONSULTANT Indemnification of OWNER.** CONSULTANT agrees to hold harmless and indemnify OWNER from and against damages arising from CONSULTANT's errors, omissions, and negligent acts, to the extent of CONSULTANT's negligence. CONSULTANT and OWNER expressly agree that these damages include OWNER's reasonable cost of defense, subject to the limits inherent in 2.5.2.
- 2.6.1.1 **OWNER Indemnification of CONSULTANT.** OWNER agrees to hold harmless and indemnify CONSULTANT from and against damages arising from OWNER's errors, omissions, and negligent acts, to the extent of OWNER's negligence. OWNER expressly agree that these damages include CONSULTANT's reasonable cost of defense, subject to the limits inherent in 2.5.2..

- 2.7 **Limits Of Liability:**
- 2.7.1 **Services performed** are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranties are expressed or implied. It is further understood that pursuant to the Contractors State License Board and the Project Specifications, the liability for Quality Control in the finished product and compliance with Codes and Specifications is solely the responsibility of the Contractor and their Subcontractors.
- 2.7.2 **It is further understood** that the **OWNER's** acceptance of, or payment for any services performed by the Consultant and its' Associates under this Agreement shall not be construed to operate as a waiver of any rights the **OWNER** may hold under this Agreement or of any cause of action arising out of the Consultant's performance of this Agreement.
- 2.8 **TIME SCHEDULE**
- 2.8.1 **Time is of the essence** in this Agreement.
- a. **The Consultant shall begin** its services a minimum of one week in advance of project commencement or when the Notice to Proceed is issued to the Contractor from **OWNER** or its' Representative, whichever is first, and will continue until satisfactory completion and closeout of the project(s) or termination of Consultant's services.
- b. **The Consultant shall diligently** complete all appropriate tasks in cooperation with the **OWNER**, all Contractors, the Architect/Engineer, and Construction Manager, if any, in a timely manner. Additional billable time required to be expended by the **Project Inspector** shall be approved in advance by the party so designated to approve any additional expenditures.
- 2.9 **INSURANCE.** Consultant shall obtain all insurance required herein. The Consultant shall, prior to commencement of Services, furnish the **OWNER** with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this Agreement. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days written notice has been given to the **OWNER**.
- 2.9.1 **Public Liability and Property Damage Insurance.** The Consultant shall procure and shall maintain, during the life of this agreement, public liability insurance, including death, to any one person, and property damage insurance in an amount of not less than \$1,000,000 per occurrence, with a \$2,000,000 general aggregate combined. Such insurance shall: (1) include the **OWNER**, its officers, employees and agents, and CM, if any, as additional insured and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insured; (2) be primary with respect to any insurance or self insurance programs covering the **OWNER**, its officers, employees and agents, and **OWNER's** Representative, if any, and (3) contain standard separation of insured provisions.
- 2.9.2 **Professional Liability.** The Consultant shall procure and maintain professional liability insurance during the term of this agreement in an amount of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- 2.9.3 **Business Automobile Liability:** The Consultant shall procure and shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence and 2,000,000 aggregate. Such insurance shall include coverage for owned hired and non-owned vehicles.
- 2.10 **CHANGES TO THE AGREEMENT.** This Agreement may only be changed or amended by written, mutual consent of the **OWNER** and the Consultant. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.
- 2.11 **ASSIGNMENT.** Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the **OWNER**, except that claims for money due or to become due to Consultant from the **OWNER** under this agreement may be assigned by Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the **OWNER**.
- 2.12 **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.** In the performance of the work authorized under this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, sex, national origin, or handicap.
- 2.13 **DISPUTES RESOLUTION**
- a. **Disputes.** Notwithstanding any disputes, claims or other disagreements between Consultant and the **OWNER**, Consultant shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes. Disputes, disagreements or other matters arising out of this Agreement or the performance by the Parties of their respective obligations hereunder shall be resolved first Mediation. If failed, by binding arbitration conducted under the auspices of the Los Angeles Regional Office of the American Arbitration Association and in accordance with its then current Construction Industry Arbitration Rules. No Demand for Arbitration shall be filed or effective if the matter(s) raised or alleged in the Demand for Arbitration is barred by the applicable Statute of Limitations. The **OWNER** and Consultant shall bear their own attorneys fees and costs in connection with any Mediation or Arbitration proceeding commenced hereunder, except that the Arbitrator may, in her/his discretion award arbitration costs, including the Arbitrator's fees to the prevailing party.
- 2.14 **TAX PAYER I.D. NUMBER.** The Consultant shall deliver to the **OWNER** the Consultant's IRS Taxpayer I.D. Number prior to any payments being made by the **OWNER** under this agreement.
- 2.15 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California, and constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions, heretofore and between the parties related to the subject matter of this Agreement.
- 2.16 This Agreement is a product of negotiation among the parties hereto and represents the jointly conceived, bargained for and agreed upon language mutually determined by the parties to express their intentions in entering into this Agreement. Any ambiguity or uncertainty in this Agreement shall be deemed to be caused by or attributable to all parties hereto collectively; and in any action to enforce or interpret this Agreement, this Agreement shall be construed in a neutral manner, and no term or provision of this Agreement as a whole shall be construed more or less favorable to one party to this Agreement.

ARTICLE 3**COMPENSATION AND PAYMENT**

FEE DATA: Total compensation due and to be paid for Basic Services under this Agreement shall be billed at an all-inclusive flat rate of \$60/hour not to exceed \$93,900, including all expenses.

Fees are based on full time services, which are defined as any 10 continuous hours between the times of 6AM and 6PM Monday through Saturday excluding Holidays. All rates for Premium time are 150% after 10 hours and on Saturdays, Sundays and Federal Holidays.

Payments shall be made to Consultant within 45 days of invoice receipt.

ARTICLE 4**MISCELLANEOUS**

- 4.1 **CUMULATIVE RIGHTS, NO WAIVER:** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity.
- 4.2 **SEVERABILITY:** If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

ATTACHMENT "A"**SCOPE OF INSPECTOR'S SERVICES:**

The **PROJECT INSPECTOR's** services shall include, but not be limited to the following tasks as described in the DSA IR 8A:

- A. Provide inspection services** to ensure compliance with code, plans, specifications and quality assurance required of an educational facility. Issue Deviation or Correction Notices, as necessary, and notify the **Design Professional, the OWNER,** and/or Construction Manager as the **OWNER's** Representative, in writing, if observed work does not conform to contract document.
- B. Inspect and verify that Contractor's As-Built record documents** are updated monthly prior to processing of Contractor's monthly payment request.
- C. Maintain liaison with the Design Professional, the Construction Manager, if any, the Testing Lab, the OWNER and other regulatory agencies and governing bodies** as necessary to maintain project continuity.
- D. Submit or make available on a timely basis, a semi-monthly report** to the Architect, with copies to DSA, the owner and Construction Manager, if any, generally including the following information:
1. Activities performed by the Contractors, and areas where work is performed.
 2. Manpower assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Observed equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 7. Verbal instruction to the Inspector.
 8. Inspection by representative of regulatory agency.
 9. Note observed occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List visitors to the site, titles, and reason for visit.
 11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken.
 12. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- E. PROJECT INSPECTOR shall comply with all federal, state, county and local governmental requirements, as applicable.**
- F. Review and monitor Contractor's construction methods and procedures** during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc. The Consultant or their Associates shall not issue instructions or directions regarding methods or means of job performance to the Contractor or in any way assume responsibility for the work performed.
- G. When possible, attend meetings** as requested in contract documents and requested by **OWNER, i.e.,** billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
- H. Assist the Construction Manager and OWNER** in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- I. Inspect, verify and document Contractor's delivered equipment and materials** to insure that they meet submittal and specification requirements. Such inspection must begin within 1 working day of Contractor's written notification to the Inspector of delivery of equipment or materials to the job site. The Contractor is responsible for providing identifying paperwork and documentation for all delivered materials and equipment supplied to the job.
- J. Submit, upon request by the Architect and/or the Construction Manager, in a timely manner, an Inspector's Report** reviewing a Contractor's Request for Information (RFI), whenever any corrective change is perceived necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
- K. Review the Contractor's Payment Requests** at billing meetings.
- L. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the OWNER** a list of incomplete or unsatisfactory items via a "punch list" and submit to the Architect and the Construction Manager.
- M. Assist the OWNER in the review of Contractor's Submittals, upon request.**
- N. Upon completion of project, deliver hard copies of all inspection records and project correspondence** to the **OWNER.**
- O. Prior to commencement of work, PROJECT INSPECTOR will cooperate with the OWNER and Construction Manager** to develop an inspection plan for the construction on and of the Schools.

OTHER REQUIREMENTS:

Facilities and Equipment:

I. The OWNER will provide:

1. A new or like new on-site separate, secure, uniquely lockable office or trailer of at least 8' x 14' minimum dimension for the PROJECT INSPECTOR at each job site.

II The Consultant will provide:

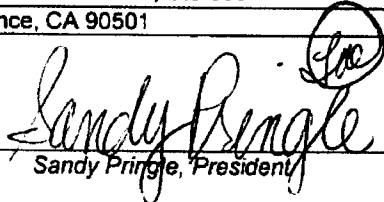

1. A functional computer system and printer.
2. A programmable fax machine
3. A telephone and telephone answering machine
4. Reasonable office supplies

END OF ATTACHMENT "A"

The undersigned, acting as authorized signatories, acknowledge that this Agreement and so indicate by their signatures below.

OWNER

CONSULTANT

Contact: Mike Reynolds		Contact: Sandy Pringle	
Culver City Unified School District		Sandy Pringle Associates	
4034 Irving Place		1108 Sartori Avenue, Ste 300	
Culver City, CA 90232		Torrance, CA 90501	
By		By: 	
<i>Mike Reynolds, Assistant Superintendent</i>	Date	<i>Sandy Pringle, President</i>	10/16/14 Date

BOARD REPORT

10/28/14

14.3b

14.3b Approval of 2014-2015 Agreement between Culver City Unified School District and Harrington Geotechnical Engineering

At this time, we need to approve the 2014-15 agreement with Harrington Geotechnical Engineering to continue our testing and construction materials inspection services for the current year to incorporate the additional scope and hours approved at our October 14, 2014 board meeting.

RECOMMENDED MOTION: That the Board of Education approve the 2014-2015 agreement with Harrington Geotechnical Engineering, Inc.

Moved by:

Seconded by:

Vote:

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(GEOTECHNICAL ENGINEERING SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 1st day of July, 2014 by and between the **Culver City Unified School District** ("District") and **Harrington Geotechnical Engineering, Inc.** ("Consultant") (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide geotechnical engineering services as further described in the attached **EXHIBIT "A"** ("Services").
 - 1.1. The Services shall be performed on the following project ("Project"): Proposed Interior Renovations to Robert Frost Auditorium (Proposal No. P-4391) at Culver City High School located at 4601 Elenda Street, Culver City, California.
2. **Term.** Consultant shall commence providing Services under this Agreement on July 1, 2014 and will diligently perform as required and complete performance by June 30, 2016, 2014.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
5. **Expenses:** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for

controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data

related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12.2. For Convenience by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the services from another source.
- 12.3. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 13. Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including

without limitation the payment of all consequential damages; or from any activity, Services, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to the Consultant's profession.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District,

stating date of cancelation or reduction. Date of cancelation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancelation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900, and Labor Code section 1735, and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, facsimile transmission, or emailed, addressed as follows:

If to District:

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
ATTN: Mike Reynolds, Assistant
Superintendent, Business Services
Fax: (310) 842-4322
Email: MikeReynolds@ccusd.org

If to Consultant:

Harrington Geotechnical Engineering, Inc.
1590 N. Brian Street
Orange, CA 92867-3406
ATTN: Don P. Harrington, Jr., R.E.A.,
Vice President
Fax: (714) 637-3096
Email: donjr@harringtongeotechnical.com

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

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
29. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

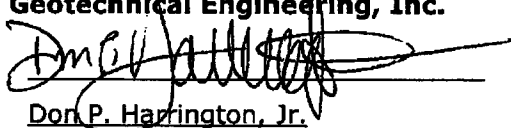
Dated: October ____, 2014

Dated: October 21, 2014

Culver City Unified School District

Harrington Geotechnical Engineering, Inc.

By: _____
Mike Reynolds
Assistant Superintendent, Business
Services

By: 
Print Name: Don P. Harrington, Jr.
Print Title: Vice President

Information regarding Consultant:

License No.: 383

33-0387471 :

Address: 1590 N. Brian Street, Orange, CA
92867

Employer Identification and/or
Social Security Number

Telephone: 714-637-3093

Facsimile: 714-637-3096

E-Mail: donjr@harringtongeotechnical.com

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Type of Business Entity:

- Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 X Corporation, State: CA
 Limited Liability Company
 Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

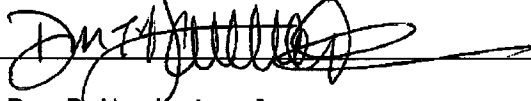
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 10/21/14

Name of Consultant: Harrington Geotechnical Engineering, Inc.

Signature: 

Print Name and Title: Don P. Harrington, Jr.

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's Services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's Services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of Employees by District personnel.

Date: _____

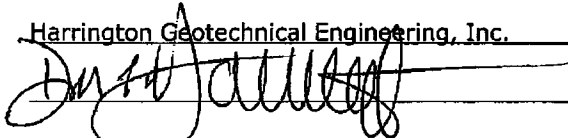
District Representative's Name and Title: _____

Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 10/21/14

Name of Consultant: Harrington Geotechnical Engineering, Inc.

Signature: 

Print Name and Title: Don P. Harrington, Jr., Vice President

EXHIBIT "A"

DESCRIPTION OF GEOTECHNICAL ENGINEERING SERVICES TO BE PERFORMED BY CONSULTANT

(Consultant's entire Proposal is not made part of this Agreement.)

- 1) Discuss proposed boring locations with District maintenance personnel and contractor to coordinate removal of any obstructions in the planned boring locations.

* Removing and replacing obstructions such as seats and carpet in the areas of the borings and this work is not part of this Agreement.
- 2) Procure the services of a licensed contractor to drill seven (7) exploratory borings ranging from 15 feet up to 25 feet deep using a limited access drill rig equipped with a 6-to-8-inch diameter, hollow-stem, spiral auger. The borings will be backfilled with auger cuttings immediately upon completion of sampling and the slab patched.
- 3) Log the soil profile at each boring location and obtain samples at various depths for testing and/or examination in the laboratory.
- 4) Test selected samples in Consultant's laboratory to develop pertinent soil parameters. A typical laboratory program for an investigation of this type includes: moisture, density, expansion, water-soluble sulfate, shear, and consolidation tests.
- 5) Upon completion of the laboratory program, the data obtained will be analyzed, appropriate engineering calculations performed and a written report prepared. The report will describe the findings and results of the investigation and provide recommendations for designing the required foundations, slabs on grade floors, and backfill requirements. Five (5) copies of the report will be provided for the District's use and distribution as required.
- 6) In addition to the work performed on the Frost Auditorium Project, the Consultant will undertake other projects at the request of the District, including, but not limited to:

Athletic Field Project Phase Two
Summer Maintenance Projects
Additional work on the Frost Auditorium Project
Elevator Project
Other projects as directed by the District



**Standard Fee Schedule For
Culver City High School Improvements**

Personnel

Principal Engineer/Geologist	\$ 180.00 Per Hour
Senior Engineer/Geologist	\$ 140.00 Per Hour
Supervisor	\$ 89.00 Per Hour
Geotechnical Aide	\$ 74.00 Per Hour
Senior Technician (Soil, Concrete, Asphalt Concrete).....	\$ 78.00 Per Hour
Technician (Soil, Concrete, Asphalt Concrete).....	\$ 74.00 Per Hour
Special Inspector (Grading).....	\$ 105.00 Per Hour
Special Inspector (Building Construction).....	\$ 74.00 Per Hour
Draftsperson.....	\$ 68.00 Per Hour
Clerical Personnel.....	\$ 25.00 Per Hour

Field Vehicles/Equipment

Field Vehicle	\$ 10.00 Per Hour
Nuclear Gauge.....	\$ 10.00 Per Hour

Prevailing Wage Projects

Senior Technician (Soil, Asphalt Concrete)/Special Inspector (Building Construction)	
- Site Time.....	\$ 95.50 Per Hour ^{1,2}
- Travel Time	\$ 75.00 Per Hour ^{2,3}

- Notes: ¹ - This rate is subject to change in accordance with prevailing wage rates set by the Director of Industrial Relations.
² - Nuclear Gauge and/or Field Vehicle charge included..
³ - Travel time does not apply to Special Inspector.

Preparation of Certified Payroll Report..... \$100 each

Consulting on Legal Matters - Deposition Testimony, Expert Witness Testimony, Preparation for Trial and Court Appearances

Principal Engineer/Geologist	\$500 Per Hour
Senior Engineer/Geologist	\$400 Per Hour
	(\$1,500.00 Minimum Professional Fee Per Case)

Basis of Charges

Travel time will be added to job site time to determine total charges. Overtime will be billed at 1.5 times the appropriate hourly rate for time in excess of eight hours per day and for work performed on Saturdays. Charges for work performed on Sundays and/or holidays will be billed at two times the appropriate hourly rates.

Minimum charges for Special Inspector (building construction) will, per industry standard, be determined as follows: 4 hours for inspections performed before noon or beginning after noon, 8 hours for inspections performed in excess of 4 hours or extending past noon.

A minimum of four (4) hours will be charged for any field services and a minimum fee of \$400 will apply to any project. A minimum of two (2) hours, including travel time, will be charged for each site visit.

Prevailing Wage Projects

Daily straight time rates will apply to first 8 hours worked Monday-Friday. Overtime rates will apply as follows: **Daily** - 1.5x straight time rate for first 4 overtime hours, 2.0x straight time rate for overtime hours in excess of 4 hours; **Saturday** - 1.5x straight time rate for first 12 hours, 2.0x straight time rate for overtime in excess of 12 hours; **Sunday/Holiday** - 2.0x or 3.0x straight time rate, depending on holiday.

Geotechnical Laboratory Charges

Maximum Density-Optimum Moisture Test	
- ASTM D1557	\$ 135.00 Each
- California Method 216	\$ 170.00 Each
- 1-Point Verification (ASTM D1557)	\$ 58.00 Each
Moisture Content Test	\$ 16.00 Each
Moisture & Density Test	\$ 21.00 Each
Sieve or Hydrometer Analysis	\$ 100.00 Each
Sieve & Hydrometer Analysis Combined.....	\$ 157.00 Each
Sand Equivalent Test.....	\$ 84.00 Each
Collapse Potential Test.....	\$ 105.00 Each
Consolidation Test - With Time Rate	\$ 194.00 Each *
- Without Time Rate	\$ 147.00 Each *
Direct Shear Test - Fast.....	\$ 157.00 Each *
- Slow.....	\$ 200.00 Each *
- Residual	\$ 577.00 Each *
<i>*Add \$50 Fabrication Charge for Tests on Remolded Specimens.</i>	
Atterberg Limits (LL & PL Only).....	\$ 163.00 Each
Expansion Index Test.....	\$ 121.00 Each
Hveem Stabilometer (R-value) Test - (Soil).....	\$ 263.00 Each
Hveem Stabilometer (R-value) Test - (Aggregate Base) (Cal 301 or ASTM 2844)	\$ 340.00 Each
Water-Soluble Sulfate Test	\$ 53.00 Each

Concrete Coring

2" to 8" diameter up to 6" thick	\$ 184.00 Per Core
Additional thickness	\$ 16.00 Per Inch
Mobilization-Demobilization Charge (Portal-to-Portal)	\$ 137.00 Per Hour

Concrete Laboratory Charges

Compression Test	
Concrete Cylinders (ASTM C39)	\$ 24.00 Each *
Mortar Cylinders (ASTM C39).....	\$ 24.00 Each *
Grout Prisms (Uniform Building Code Standard 24-28).....	\$ 24.00 Each *
Sample Pick-Up.....	\$ Quotation
<i>*Includes Molds & Report of Results</i>	

Asphalt Concrete Laboratory Charges

Maximum Density Determination (Cal 304m 2 pt, Average)	\$210.00 Each
Stability Value (Cal 366)	\$126.00 Each
Extraction/Gradation	\$210.00 Each

Equipment/Supply Charges

Organic Vapor Meter (Minimum Charge).....	\$157.00 Per Day
Brass Sample Tubes w/Teflon Lines & Plastic Caps (2.5" Dia. x 6" Long).....	\$ 21.00 Each
Drill Rig/Bulldozer/Backhoe, Sample Tubes, Misc. Services (Airphotos, Chemical Laboratory Testing, etc.).....	Cost + 15%
Coring Portland Cement Concrete or Asphalt Concrete Pavement.....	Quotation

Infiltration Tests by Double-Ring Infiltrometer

Test Method: ASTM D3385-09	Quotation
Test Method: ASTM D5093-02 (Reapproved 2008)	Quotation

Miscellaneous Charges

The charge for any tests not indicated above will be billed at cost plus 15 percent. Laboratory technician time will be billed at the rate of \$77.00 per hour

Fax Transmission (\$5.00 minimum).....	\$ 2.25 Per Page
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Expenses

Job-related expenses (per diem, long distance telephone calls, permits, outside printing services, special tests, etc.) will be billed at cost plus 15 percent. Report reproduction (in-house) will be billed at cost.

Terms of Payment

Monthly invoices will be issued for work in progress and a final invoice will be issued upon completion of services. Payment is due upon presentation of invoice and, if not contested within fourteen (14) calendar days, is past due thirty (30) days from date of invoice. Past due accounts may be subject to a carrying charge of 18 percent per annum (or the maximum rate allowed by law) until paid in full. Attorney fees or other collection costs incurred in connection with a past due account will be charged to the client.

(EFFECTIVE JULY 1, 2014- JUNE 30, 2016)

0-0-0

14.3c Approval of Agreement between Culver City Unified School District and L.A. Goal

In order to proceed with paying for our share of the repairs to the building that houses our Adult School program, we need to approve the co-tenancy agreement with L.A. Goal that has been under development for several years. The agreement calls for us to be responsible for repairs to our own portion of the building, and for half of the repairs to the common area portion of the building, which includes the roof. We are working on an equitable manner in which to address any additional cost of improvements that are due to meeting the public works requirements (prevailing wages, competitive bid, etc.) that pertain to the District, but do not apply to repairs made by L.A. Goal.

RECOMMENDED MOTION: That the Board of Education approve the agreement between CCUSD and L.A. Goal.

Moved by:

Seconded by:

Vote:

**CO-TENANCY COOPERATION AGREEMENT
BETWEEN
CULVER CITY UNIFIED SCHOOL DISTRICT
AND L.A. GOAL
(4909 -4911 OVERLAND AVENUE, CULVER CITY, CA)**

THIS CO-TENANCY COOPERATION AGREEMENT ("Agreement") is made this 28th day of October, 2014, between Culver City Unified School District, a California public school district located in Los Angeles County, California ("District") and L.A. Goal, a California non-profit corporation ("L.A. Goal"). The District and L.A. Goal may be referred to as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District and L.A. Goal jointly occupy a subdivided building owned by the City of Culver City and leased to each Party pursuant to lease agreements, which include the parking area and all improvements to the building ("Facilities"); and

WHEREAS, District's exclusive portion of the Facilities are located at 4909 Overland Avenue, Culver City, CA ("District Premises") and consists of 9,332 square feet, as detailed in that certain lease agreement dated October 7, 2003, amended June 28, 2004 ("District Lease"), and expiring on April 30, 2027; and

WHEREAS, L.A. Goal's exclusive portion of the Facilities are located at 4911 Overland Avenue, Culver City, CA ("L.A. Goal Premises") and consists of 8,409 square feet, as detailed in that certain lease agreement dated September 2, 2003 ("L.A. Goal Lease") and expiring in April 30, 2027; and

WHEREAS, the Parties share common areas and interests, and have agreed to enter into a formal agreement to cooperate with each other regarding the Facilities, including maintenance, landscape maintenance, utilities, use of common space and other related issues, pursuant to each Party's respective lease agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, the Parties agree as follows:

Section 1 Use of the Facilities. At no time will either Party's use of the Facilities be inconsistent with the terms of their respective lease agreement with the City of Culver City. District will continue its use of the District Premises to provide District education services, programs, and administration. L.A. Goal will continue its use of the L.A. Goal Premises for its programs for persons with developmental disabilities. A diagram of the Facilities, which depicts the District Premises, the L.A. Goal Premises, and the Common Areas (as defined in Section 4.1 hereof) is attached hereto as **Exhibit A**. District and L.A. Goal may not use or permit the Facilities to be used for any other purpose without the prior written consent of the other Party, despite whether the proposed use is allowed by the District Lease or the L.A. Goal Lease. District and L.A. Goal shall be solely responsible for the control and supervision of the Facilities when used by each Party respectively. In the event that District or L.A. Goal or any of their respective employees, agents, clients, guests, or invitees cause destruction or damage to the Facilities, District or L.A. Goal respectively, shall be liable for the amount necessary to repair the damages, and such destruction or damage shall be grounds for the termination of this Agreement at the non-damaging Party's discretion.

Section 2 Title and Improvement to the Facilities.

2.1 The Parties acknowledge that the City holds title to the Facilities and in addition to obtaining any City consents required by each Party's respective lease agreement to make structural modifications to the Facilities, neither District nor L.A. Goal may make structural modifications to the Facilities without the prior written consent of the other Party.

2.2 Given the ownership of the Facilities by the City, the District considers it within the City's discretion to determine if work performed at the Facilities is a "public work," requiring compliance with public works contracting provisions. Barring such a determination, L.A. Goal shall be responsible for contracting for and overseeing all maintenance and construction projects related to the Common Areas, subject to the planning provisions in Section 2.4 below and the financial contribution provisions of Sections 3, 4 and 9, below.

2.3 To the extent that the costs associated with the District's compliance with public works contracting provisions are shown to exceed the costs that would otherwise be the legal responsibility of L.A. Goal under applicable public works contracting provisions, the District will be responsible for 100% of the net difference in such costs.

2.4 The Parties shall meet and confer on an annual basis regarding structural improvements that are planned or contemplated for the year. The parties shall mutually determine the method for overseeing, contracting, funding, and performing planned work, including timing, coordination, and appropriate cost allocation. The Parties agree that any structural improvements or major maintenance of the Common Areas (defined below) shall be completed in compliance with all applicable laws, rules, and regulations of each Party.

Section 3 Maintenance and Repairs of Separate Areas. The District and L.A. Goal shall each be solely responsible for the routine and major maintenance and repair of its exclusive portion of the Facilities (District Premises and L.A. Goal Premises). Each Party shall maintain its premises in good and safe condition and in conformance with all laws, rules, and regulations applicable to its use of the Facilities. Where either Party fails to maintain its exclusive premises and the other Party suffers an injury, or damage occurs to the other's premises or to Common Areas, all costs arising from that failure to maintain shall be the responsibility of the non-injured Party. For purposes of this section, landscape maintenance and upkeep of L.A. Goal's Premises shall include tree maintenance and trimming of all trees located within the locked patio on L.A. Goal Premises and shall be L.A. Goal's exclusive responsibility. All other landscaped areas are considered Common Areas pursuant to Section 4, below.

Section 4 Use and Maintenance of Common Areas.

4.1 For purposes of this Agreement, "Common Areas" means the parking lot, roof, shared lawn area, sidewalk and building entry area, as well as the utility systems that serve the Common Areas, which are water for landscape irrigation and the fire sprinkler system, the dedicated telephone line for the fire monitoring system and the parking lot electricity.

4.2 The District and L.A. Goal agree to share equally the costs to maintain the Common Areas and to share in the costs of Common Area utilities as set forth in Section 7, below. As noted above, L.A. Goal shall be responsible for contracting for and overseeing all maintenance and construction projects related to the Common Areas with joint oversight to be provided by the District upon request by L.A. Goal. L.A. Goal shall invoice the District for

the District's share of the costs associated with such improvements. The District shall pay each invoice within fourteen (14) days of receipt.

4.3 **Parking.** Pursuant to the terms of the District Lease and the L.A. Goal Lease, the parking lot is to be shared between the Parties, with each Party having exclusive use of 21 spaces, with the balance of the spaces to be shared among the Parties and the adjacent library on a "first come, first served" basis. District agrees to restripe all the spaces in the parking lot at its sole cost and expense. Each Party's parking spaces are depicted on the diagram attached hereto as Exhibit "A".

Section 5 Annual Meetings. On an annual basis, the District and L.A. Goal agree to meet to discuss fiscal matters, including maintenance project needs, necessary capital improvements, scheduling and budgeting for shared cost projects and needs. Upon commencement of this Agreement, the Parties agree to meet and reconcile Common Area expenses paid prior to the execution of this Agreement.

Section 6 Consumption of Alcoholic Beverages. Consumption or use of alcoholic beverages or recreational drugs and smoking in the Common Areas is strictly prohibited.

Section 7 Utilities.

7.1 **Gas, Electricity, Sewer.** The District Premises and the L.A. Goal Premises are separately metered for gas and electricity, and each Party is separately invoiced for sewer services. Each Party shall make all necessary payments for gas, electricity, and sewer services related to each Party's exclusive usage.

7.2 **Water.** Water service for the fire sprinkler system is invoiced in a single separate bill, and all other water service to the entire Facility is invoiced in one separate bill. Payment for water service for the fire sprinkler system shall be split 50/50. The Parties agree to split the bill for general water service as follows: 65% payable by District, and 35% payable by L.A. Goal. In keeping with past practice, all bills shall be forwarded to the L.A. Goal for payment, and L.A. Goal will pay the full amount of both bills every month, and shall invoice the District for its portion of each bill on a quarterly basis. The District shall pay each invoice within fourteen (14) days of receipt.

Section 8 Term. The term of this Agreement will commence on October 28__, 20149, and will remain in effect until either Party's lease agreement terminates, or April 30, 2027, whichever is earlier. The Agreement will be subject to annual review by the Parties. Any renewal of the Agreement will be upon mutual agreement of the Parties.

Section 9 Capital Reserve Fund. The Parties agree to each establish a capital reserve fund ("Capital Reserve Fund") to accumulate funds necessary to pay for Common Area repairs in excess of a specified dollar amount, as determined by the Parties. Annual deposits to the Capital Reserve Fund will be determined at annual meeting, based on cost estimates for necessary repairs and improvements anticipated to occur in that calendar year. Funds on deposit will be used to pay for capital improvements or repairs, or to reimburse the District for payments made for such projects. Establishment of a Capital Reserve Fund, to be maintained by each Party, will be in accordance with all laws, rules, and regulations applicable to each Party.

Section 10 Termination. This Agreement may be terminated by a Party upon sixty (60) day's written notice to the other Party, upon a breach of the Agreement or upon any violation by any Party of any law, rule, regulation, or ordinance, notice of which has been given from the non-defaulting Party to the defaulting Party, and which default remains uncured after thirty (30) days from receipt of notice thereof. This Agreement shall

terminate automatically upon a Party's vacating of the Facilities, or cessation of a Party's lease agreement for any reason.

Section 11 Hold Harmless/Indemnification.

11.1 L.A. Goal Indemnification Obligations. To the fullest extent permitted by California law, L.A. Goal shall defend, indemnify, and hold harmless District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Parties"), individually and collectively, from and against any and all costs, losses, liabilities, claims, demands, suits, actions, payment and judgments of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, personal or bodily injury, property damage, or thing done, permitted or suffered by L.A. Goal in conjunction with the performance of this Agreement or of the L.A. Goal Lease, unless caused by the negligence or willful misconduct of District, its agents, representatives, officers, consultants, employees, trustees, and volunteers; and in case any action or proceeding be brought against District, L.A. Goal shall defend the same at L.A. Goal's expense, including counsel acceptable to District.

11.2 District's Indemnification Obligations. To the fullest extent permitted by California law, District shall defend, indemnify, and hold harmless L.A. Goal, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("L.A. Goal Parties"), individually and collectively, from and against any and all costs, losses, liabilities, claims, demands, suits, actions, payment and judgments of any kind, nature and description, including but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, personal or bodily injury, property damage, or thing done, permitted or suffered by the District in conjunction with the performance of this Agreement or of the District Lease, unless caused by the negligence or willful misconduct of the L.A. Goal Parties; and in case any action or proceeding be brought against L.A. Goal, District shall defend the same at District's expense, including counsel acceptable to L.A. Goal.

Section 12 Liability Insurance. District and L.A. Goal shall each, during the entire term of this Agreement, maintain in force, a combined single-limit liability insurance policy on the terms and at the limits as described in each Party's lease agreement with the City, and shall name the other Party as an additional insured under all such policies. Such policies shall provide for a thirty (30) day notice of any cancellation or reduction of such insurance to the other Party. District and L.A. Goal agree to provide each other certificates of insurance evidencing these coverages in forms satisfactory to the other Party upon execution of this Agreement.

Section 13 Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT

Culver City Unified School District
4034 Irving Place

Culver City, CA 90232-2810
Attn: Mike Reynolds, Assistant Superintendent, Business Services

L.A. GOAL

4911 Overland Avenue
Culver City, CA 90230
Attn: Petite Konstantin, Executive Director

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

Section 14 Subcontract and Assignment. Neither Party may assign its rights, duties, or privileges under this Agreement, nor may any Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other Party.

Section 15 Independent Corporation Status. This Agreement is by and between two independent entities, is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 16 Entire Agreement of Parties. This Agreement constitutes the entire agreement among the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

Section 17 California Law. This Agreement is governed by and the rights, duties, and obligations of the Parties will be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County.

Section 18 Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 19 Successors and Assigns. This Agreement is binding upon and may inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 20 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together are to be construed as one document.

Section 21 Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 22 Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 23 Incorporation of Recitals. The Recitals are incorporated herein by reference.

Section 24 Modification of Agreement. This Agreement may not be modified unless mutually agreed to by the Parties in writing. Any modifications will not be effective until accepted in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

DISTRICT

Culver City Unified School District

By: _____

Title: _____

L.A. GOAL

By: _____

Title: _____

14.3d Approval of RFQ/P 2014-PM for Program Management Services

Our Request for Qualifications/Proposals (RFQ/P) 2014-PM to receive information and proposals from program management firms is ready to publish upon your approval. The RFQ/P is structured so that we will first review statements of qualifications/proposals from all respondents as a first step, and then invite a limited number of firms to participate in an interview process leading to the awarding of a three-year program management agreement to the selected firm. The three-year term can then be extended to incorporate additional years if both parties wish to do so.

RECOMMENDED MOTION: That the Board of Education approve RFQ/P 2014-PM.

Moved by:

Seconded by:

Vote:

**REQUEST FOR QUALIFICATIONS AND PROPOSAL
PROGRAM MANAGEMENT SERVICES
RFQ/P # 2014-PM**

OVERVIEW AND SUBMISSION GUIDELINES

The Culver City Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive and professional program management services to the District for new construction, expansion, modernization, and/or renovation projects relating to the District's facilities development of its public schools. ("Project(s)").

SUBMITTALS:

Each Statement of Qualifications ("SOQ") submitted in response to this Request for Qualifications/Proposal ("RFQ/P") must conform and be responsive to the requirements set forth herein.

Respondents should mail or deliver Three (3) bound copies, and One (1) unbound copy of their SOQ to the address below.

Respondents should also send by electronic mail a copy of their SOQ to **Mike Reynolds, Assistant Superintendent, Business Services, MikeReynolds@ccusd.org**.

**ADDRESSED TO: MIKE REYNOLDS
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES**

**MAILING ADDRESS: Culver City Unified School District
4034 Irving Place
Culver City, CA 90232**

SOQ/P SUBMITTAL: Mark envelope:
"Statement of Qualifications for Program Management"

**RESPONSES ARE DUE BY 2:00 P.M., ON Tuesday, November 18, 2014.
FAX RESPONSES WILL NOT BE ACCEPTED.**

QUESTIONS: Must be submitted in writing to Mike Reynolds, Assistant Superintendent, Business Services, MikeReynolds@ccusd.org, on or before Wednesday, November 5, 2014 at 4:00 PM.

Answers will be posted on the District website by 4:00 p.m. on Monday, November 10, 2014.

I. INTRODUCTION

The Culver City Unified School ("District") is a public K-12 school district located in the City of Culver City, in Los Angeles County, California.

The District is seeking Statements of Qualifications ("SOQ") in response to this Request for Qualifications/Proposals ("RFQ/P") from experienced entities to provide comprehensive and professional program management services for new construction, expansion, modernization, and/or renovation projects at any of the District's schools. ("Project(s)").

The District previously placed before the electorate general obligation bond Measure CC which was approved in June 2014. The District wishes to implement capital improvements with its bond funds, which will constitute the "Program" which will be the responsibility of the selected Program Manager.

Please note that the Program Manager that is selected by the District via this RFQ/P process shall not be eligible to perform as a construction manager for individual construction projects that will be part of the Program.

A. LIMITATIONS

The District reserves the right to contract with any entity responding to this RFQ/P. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFQ/P. The awarding of a services contract(s), if at all, is at the sole discretion of the District. The District reserves the right to cancel this RFQ/P at any time.

The District reserves the right to reject any or all SOQs, to waive any irregularities or informalities not affected by law, to evaluate each SOQ submitted, and to award a contract, if any, according to the SOQ which best serves the interest of the District at a reasonable cost to the District. Further, the District reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

Please note that the District is not looking for construction management services as part of this RFQ/P. The District seeks a firm which can dedicate the financial and professional resources necessary to provide Program management services. The District, will through a separate RFQ, seek additional services for construction management. As noted above, the District shall limit any responder to one role (i.e. architect or program manager or construction manager) and the Program Manager shall not be eligible to perform as a construction manager for projects in the Program.

B. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQ/P and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, or any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the program management services entity submitting a SOQ.

D. TERM OF CONTRACT

The initial term of the contract will be for three (3) years with additional one-year options to renew, should the District, at its sole discretion, offer the option to renew. The contract will be subject to termination as stipulated in the form of professional services agreement distributed with this RFQ/P ("Agreement").

II. SCOPE OF REQUIRED SERVICES

Although the full scope of work shall be negotiated in the Agreement, the Program Manager will be expected to be capable of fulfilling, at a minimum, the following:

A. PROGRAM OVERSIGHT

1. In consultation with the District and District's consulting team, to develop, plan, coordinate, organize, and manage the Program, including the identification and administration of all tasks related to the planning, development, design, and completion of every project to ensure all public funds are maximized and all projects are completed within the allocated scope, budget, and schedule.
2. Develop and maintain a master schedule to manage all project related activities and ensure that the projects will be completed as scheduled.
3. Develop and maintain a master budget that allows for project and program budgets and accounting.

4. Assist with development of Program Design Standards. Develop a policy and procedure manual for Program implementation. Develop procedures to seek out cost efficiencies and eliminate duplication in efforts and costs.
5. Assist in administration of a financial management system compatible with the District's accounting system which would facilitate accounting of Program funds, auditing of expenditures, Program and project estimates and budgets, contract payments, a cash management system, and periodic financial reporting.
6. Assist the District in the monitoring of Architect/Engineer and Construction Management contracts.
7. Assist with the design, marketing and implementation of a contractor outreach program to maximize the pool of qualified contractors and subcontractors for District projects. Assist with the prequalification process.

B. PROGRAM REPORTING

1. In consultation with the District, coordinate internal and external communication, including, but not limited to, conducting public hearings, planning and conducting media events, issuing press releases, publishing newsletters, and contributing to the District website.
2. Develop a strong, cooperative relationship with the Citizens' Bond Oversight Committee and provide regular reporting for all bond funded projects.
3. Prepare and present status reports to the District, Citizens' Bond Oversight Committee, and Board of Trustees as applicable.

C. PROJECT SUPPORT

1. Assist in the preparation and administration of requests for proposal, requests for qualifications, front-end documents and general conditions related to the bidding process and the implementation of a prequalification process as elected by the District.
2. Organize and maintain all records, correspondences, contracts, research analyses and other documents related to design, bidding, and construction. Such documents are subject to annual external performance and financial audits, as well as review by a Citizens' Bond Oversight Committee.
3. Develop a management information system ("MIS"), including, but not limited to, assembly of an as-built data base, establishment of procedures to organize existing files and provide such files in an electronic form, creation of master plans with DSA application numbers shown, assistance in closing outstanding DSA files, and creation of an interactive website that contains current photos and public reports of each project.
4. Oversee the establishment of commissioning goals and monitor the project commissioning process.

5. Oversee, coordinate, and document regulatory compliance, including but not limited to local, state and federal permits and environmental compliance. Oversee project constructability reviews.
6. Oversee review of project cost estimates and budget reconciliation at each project phase.
7. Assist in administration of the competitively bid construction process.
8. Oversee Contract close-out and Project close-out activities.

III. STATEMENT OF QUALIFICATIONS

A. SUMMARY OF REQUIRED QUALIFICATIONS

The Scope of Services includes program management services for the relevant Project(s). Extensive experience with the Office of Public School Construction ("OPSC"), the Division of State Architect ("DSA"), and Title 24 of the California Code of Regulations is **mandatory**.

B. FORMAT REQUIREMENTS

Firms submitting SOQs in response to this RFQ/P must follow the format below. Material must be in 8-1/2 x 11 inch format. Each SOQ shall include a Front Cover stating the following: "Statement of Qualifications for [FIRM NAME] in Response to Culver City Unified School District's RFQ/P # 2014-PM."

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled "Cover Letter," the second tab would be entitled "Business Information," etc.) **Total submittal length shall not exceed 50 pages of content, divider pages excluded.**

Provide Three (3) bound copies, One (1) unbound copy, and One (1) electronic copy of the Statement of Qualifications.

The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- No divider sheets or tab.
- Text printed on one side only (i.e. no back to back pages).
- Pages with proprietary information removed.
- A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted via email only in the following programs: Microsoft Office Suite and PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

C. SOQ CONTENT REQUIREMENTS

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Respondent's firm. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Program and fulfill the goals and vision of the District. Proposals shall demonstrate the Respondent's ability to develop and implement a creative approach to program management for the District.

1. TAB 1 - COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the program management services company. If the program management services company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.

• **Must include the following statement:**

"[INSERT COMPANY'S NAME] received a copy of the District's form of Professional Services Agreement ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT COMPANY'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT COMPANY'S NAME] has no objections to the use of the Agreement."

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of the program management services company has ever been convicted of an ethics violation.

2. TAB 2 - BUSINESS INFORMATION

Please provide the following information:

- Company name.

- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support.)
- Location of office where the bulk of services solicited will be performed. Respondents must have an office within 100 miles of the Culver City Unified School District Administrative Offices.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.

3. TAB 3 – EXECUTIVE SUMMARY: APPROACH AND FIRM QUALIFICATIONS

- Outline your general management approach, including:
 - Provide a statement demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District’s goal of moving projects into construction within the earliest possible timeframe.
 - Describe your firm’s approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) school projects awarded in the last five (5) years. Include at least two (2) examples of school facility modernization projects.
 - Describe your firm’s approach to quality control/assurance procedures, including coordination of DSA final certification.

- Describe the approach to compliance with Program requirements and conformance with Federal/State/Local applicable code requirements.
- How does your firm approach modernization projects versus new construction projects?
- Include a brief summary of your firm's qualifications, including:
 - Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
 - Describe your firm's experience with lease/lease-back projects.
 - Describe your firm's experience with project commissioning.
 - Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district.
 - Describe your experience with DSA and working within the DSA processes.
 - Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

4. TAB 4 – NARRATIVE OF RELEVANT K-12 PROJECT EXPERIENCE AND REFERENCES

Provide a Comprehensive Narrative of the program management services offered by your firm in the last five (5) years on at least three (3) K-12 educational programs. The narrative should include the following:

- **Experience:** Describe your experience with public educational projects. Include for each project:
 - Project name, type, program, and location.
 - Scope of project.
 - Description of project.
 - Construction costs, including original budget, bid amount and final amount at close-out.
 - Describe your experience with DSA and OPSC.
 - Detail your experience with the various types of construction delivery systems.
 - Beginning and end dates of project.

- Square footage.
 - Date of each project Notice of Completion and DSA final certification.
 - Number of RFI's and Change Orders of each project.
 - Key individuals of the firm involved and their roles in the project.
 - Any sub-consultants that worked with the firm.
 - Provide references, including: district name with name and of contact person, title, telephone number, and email address to be contacted for a reference.
- **Staffing Resources and Key Personnel:**
 - Provide total number of professional staff employed by the firm.
 - Identify persons who will be principally responsible for working with the District. Indicate the role and responsibility of each individual, and how many years they have been with the company. One or more of these individuals will be expected to maintain a working office on District premises.
 - Provide brief resumes of individuals that will be working directly with the District. Specifically define the role of each person and outline his or her individual experience and responsibilities. Indicate who would serve as the primary contact for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. The District expects that the team shall remain intact through the duration of the Program. If a team member must leave, the District reserves the right to approve
- **Change Order Data:** Provide Change Order data from your five (5) most recent public works projects upon which you served as Program Manager/Construction Manager. Include original estimates of project costs and a brief explanation of the deviations and change orders.
 - **Enforcing Contractor Performance and Limiting Claims:** Provide a detailed explanation of how your firm ensures contractors' timely performance and how your firm limits contractors' claims.
 - **Properly Licensed:** Each SOQ must include evidence that the program management services company is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.

- **Additional Data:** Provide additional information about the firm as it may relate to this RFQ/P, including information about, and the significance of, any other projects not identified above but which you feel are relevant to the Project(s). Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.

5. TAB 5 – LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A SOQ failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

6. FEE PROPOSAL

Respondents must submit a fee proposal in a **separate, sealed envelope**. The fee proposal shall include hourly rates for anticipated positions within the PM organization structure. The fee proposal should also include an estimate of personnel hours and cost to complete the scope of work. A form of the Agreement has been distributed with this RFQ/P. The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and selected firm as Exhibit D. Any proposed changes to the form of Agreement will have to be identified prior to the interview phase as will be indicated by the District as changes will not be entertained after the selection process is complete.

IV. SELECTION CRITERIA

A. EVALUATION

The SOQ will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ/P, including, without limitation:

- The company's experience and performance history with similar projects for California K-12 school districts, including:
 - Successful experience with DSA, modernization and new construction projects, and completion of projects on time, including demonstrated ability to complete Project(s) in a tight time-frame.
 - Change Order experience.
 - Knowledge of applicable state laws and regulations, and other governmental requirements for K-12 school districts.
- Experience, results, and professional and technical expertise of proposed personnel.

- Acceptable and verifiable references from clients contacted by the District, including:
 - Firm's reputation;
 - Satisfaction of previous clients (client relationships);
 - Timeliness of work and ability of the firm to meet schedules; and
 - Accuracy of cost estimates.
- Overall responsiveness of the SOQ.
- Location of office and accessibility to the Project(s).
- Fee requirements and cost of services.

A Selection Committee will evaluate all submissions. Each SOQ must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a company is responsive, responsible, and qualified. Based upon the information presented in the SOQs, the District's Selection Committee will choose the most highly qualified firms to participate in the interview process.

B. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a company to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

V. RFQ/P RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT
October 29, 2014	Release of RFQ/P # 2014-PM.
November 5, 2014; 4:00 PM	Deadline for submission of written questions.
November 10, 2014; 4:00 PM	Deadline for District answering written questions.
November 18, 2014; 2:00 PM	Deadline for submitting SOQ/Proposals.
Week of December 1, 2014	Interviews of qualified, short-listed firms.

WE THANK YOU FOR YOUR INTEREST IN THIS PROJECT!

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

CULVER CITY UNIFIED SCHOOL DISTRICT

AND

December __, 2014

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AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for Program Management Services ("Agreement") is made as of the _____ day of December in the year 2014, between the Culver City Unified School District, a California public school district ("District") and _____ a [state and type of business entity] ("Program Manager") (both collectively "Parties"), for the administration of the District's Measure CC Bond Program ("Program"), including oversight and coordination of the projects comprising the Program. The Parties agree that the Program Manager shall not be eligible to undertake construction management administration of projects that comprise the Program.

The Program may include multiple projects ("Project(s)"), each with multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Projects or the Program, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Program Manager shall invoice for each component separately and District shall compensate Program Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s).
 - 1.1.3. **As-Built Drawings:** Any document prepared and submitted by Contractor(s) that details, on a Conforming Set, the actual construction performed during the Project(s), including changes necessitated by Construction Change Documents and change orders and detailed by Contractor(s) on a Conforming Set.
 - 1.1.4. **Board:** The District's Governing Board.
 - 1.1.5. **CMU:** The Compliance Monitoring Unit ("CMU") of the California Department of Industrial Relations.
 - 1.1.6. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.7. **Construction Budget:** The total amount indicated by the District for each Project plus all other costs, including design, construction, administration, financing, and all other costs for that Project.

- 1.1.8. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.9. **Construction Cost Budget**: The total cost to District of all elements of each Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with the Architect's Agreement with the District. The Construction Cost Budget does not include the compensation of the Program Manager, the Project design professional(s), subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.10. **Construction Documents**: The written and graphic documents prepared for communicating the Project(s) design for construction and administration of the construction contract(s). The Construction Documents include, but are not limited to, the drawings, specifications, contracting requirements, procurement requirements, modifications and addenda, and resource drawing.
- 1.1.11. **Construction Manager**: Any construction manager hired to perform construction or project management services under the supervision of the Program Manager, including all consultant(s) to the Construction Manager.
- 1.1.12. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Program Manager.
- 1.1.13. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of each Project.
- 1.1.14. **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Program either directly or as a subconsultant or subcontractor.
- 1.1.15. **District Representative**: The individual identified herein that is authorized to act on the District's behalf with respect to the Program. The initial District Representative shall be Mike Reynolds, Assistant Superintendent, Business Services. District may change the District's Representative by notice as set forth herein.
- 1.1.16. **DSA**: The Division of the State Architect in the California Department of General Services.
- 1.1.17. **Extra Services**: District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in the Program Manager's Fee.
- 1.1.18. **Fee**: The Program Manager's Fee is defined in Section 6.1, payable as set forth in Article 6 of **Exhibit "D."**

- 1.1.19. **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.20. **Program Budget:** The total amount available for all costs related to the Program including, but not limited to, Program design, Program administration, Program financing, the services pursuant to this Agreement, and the construction of the Program. The Program Budget is the sum of all the Construction Budgets for each Project and all other Program expenses. The Program Budget is derived from the funds designated by the District for the Program, and the Program Manager shall ensure that no additional funds are necessary for the Program. The Board may, at its sole discretion, determine to expand the Program Budget based on receipt of additional funding.
- 1.1.21. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Program Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of each Project and the management and coordination of the Program.
- 1.1.22. **State Labor Compliance:** The State program that applies to projects awarded on or after January 1, 2012 and funded at least in part with State bond funds other than Proposition 84 that includes monitoring and enforcement by the CMU of the Department of Industrial Relations to verify that the Construction Manager, Contractor, all subconsultants and all subcontractors pay prevailing wages to all workers on the Project.

Article 2. Scope, Responsibilities And Services Of Program Manager

- 2.1. **Scope:** Program Manager shall provide the Services described herein and under **Exhibit "A"** for the Program. The parties agree that the Program Manager's Services described herein shall not include a construction manager / general contractor structure on the Projects. The District will utilize a separate construction manager, lease leaseback structure, or other delivery method for any or all Projects.
- 2.2. Program Manager's Services shall include, but not be limited to:
 - 2.2.1. Providing the District with budget recommendations, based on documented estimates, for the Projects. The Board shall make the final decisions as to all budgets.
 - 2.2.2. Providing the District with recommendations for all pre-design and preconstruction testing and analysis necessary, in Program Manager's opinion, to ensure that the Program is completed within the Program Budget.

- 2.3. Review of General Obligation Bond Program Report and Long Range Facilities Plan: Program Manager shall review the General Obligation Bond Program Report and the Long Range Facilities Plan ("LRFP") for the District and other written materials made available by the District to Program Manager to fully understand the nature, extent and intent of the General Obligation Bond Program Report and the LRFP and the Projects.
- 2.4. Review of Measure CC: Program Manager shall review Measure CC, including the Bond Project List, and other written materials made available by the District to Program Manager which relate to Measure CC to fully understand the extent of funding available and Projects listed, to implement the General Obligation Bond Program and LRFP for the District, the anticipated schedule for issuance of Bonds under Measure CC relative to the anticipated design, bidding and construction of projects.
- 2.5. Coordination: In the performance of Program Manager's services under this Agreement, Program Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Teams, Construction Managers, and the representatives of the CMU, if any. If the Program Manager employs sub-consultant(s), the Program Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the obligation to comply with State Labor Compliance, if any.
- 2.6. Program Manager's Services: Program Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District Representative. Program Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.7. Should the Board decide to expand the scope of the Program and/or supplement the Program Budget based upon availability of additional funds, Program Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 2.8. Conflicts of Interest Prohibited: The Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Project: Design Professional, Project Construction Management, Inspector of Record ("IOR") or Test/Inspection. If the Program Manager identifies potential Design Professionals, Project Construction Managers, Project Inspectors or Test/Inspection services in connection with a Project, the Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Program Manager nor any person who holds any equity interest in Program Manager's organization is a former or current holder of any equity interest in the firm identified and that neither the Program Manager nor any holder of any equity interest in the Program Manager's organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection's requirement on a case-by-case basis.

- 2.9. Program Manager shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District to ensure compliance for the design, coordination or management of other work related to the Program. This shall include, without limitation, coordination with State labor compliance, if any. If the Program Manager employs Consultant(s), the Program Manager shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

Article 3. Program Manager Staff

- 3.1. The Program Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 3.2. The Program Manager agrees that the following key people in Program Manager's firm shall be associated with the Program in the following capacities:

Principal In Charge:	_____
Program Director:	_____
Program Manager:	_____
Asst. Program Manager:	_____
Other:	_____
Other:	_____
Other:	_____

- 3.3. The Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Program Manager. Regardless of the reason for the change in key personnel, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice by the District, the Program Manager shall immediately remove that person from the Program and provide a temporary replacement. Within seven (7) days of such removal, Program Manager shall provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Program Manager represents that the Program Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Program Manager.

Article 4. Schedule Of Work

The Program Manager shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of Program Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. Program Budget; Construction Cost Budgets

- 5.1. The Program Manager shall have responsibility to develop, review, and reconcile the Program Budget on the basis of each Project Construction Cost Budget with the Project Construction Manager, the Architect and the District throughout the design process and construction. Program Manager shall develop and present for Board Approval the Program Budget and each component thereof. Program Manager shall revise these until the Board accepts a final Program Budget and all the components thereof.
- 5.2. Program Manager shall specify all pre-design and pre-construction investigations and analyses necessary to prevent cost overruns, differing site conditions claims, other construction claims, design omissions, and budget overruns.
- 5.3. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Program Manager, the Project design professional(s), subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 5.4. Program Manager shall work cooperatively with the Project Design Team during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Program Manager shall notify the District immediately if it believes the construction cost of a Project will exceed the Construction Cost Budget for that Project.
- 5.5. Evaluations of the District's Program Budget, and preliminary and detailed cost estimates prepared by the Program Manager, represent the Program Manager's best judgment as a professional familiar with the construction industry in the geographic area of the District.
- 5.6. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.7. Program Manager specifically acknowledges that the District is relying on Program Manager to monitor, review, verify, and revise the Program Budget at multiple instances throughout the Program.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Article 6. Fee And Method Of Payment

- 6.1. District shall pay Program Manager
an amount equal to _____ dollars
(\$ _____) for all services contracted for
under this Agreement based on the Fee Schedule set forth in **Exhibit
"D."**
- 6.2. District shall pay Program Manager the Fee pursuant to the provisions herein
and in **Exhibit "D."**
- 6.3. Program Manager shall bill its work under this Agreement by time and materials
in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the
construction period of any Projects to the extent caused by Program Manager's
error.
- 6.5. The Program Manager's Fee set forth in this Agreement shall be full
compensation for all of Program Manager's Services incurred in the
performance hereof as indicated in **Exhibit "D"**, including, without limitation,
all costs for personnel, travel within two hundred (200) miles of the Program
Manager's Program Office, offices, per diem expenses, printing, and providing
or shipping of deliverables in the quantities set forth in **Exhibit "A."**

Article 7. Payment for Extra Services

- 7.1. Any charges for Extra Services shall be paid by the District as described in
Exhibit "B" at the rates set forth in **"Exhibit D"** only upon certification that
the claimed Extra Services were authorized in writing in advance by the District
and that the Extra Services have been satisfactorily completed.
- 7.2. A written proposal describing the proposed scope of services and listing the
personnel, labor duration, rates, and cost shall be submitted by the Program
Manager to the District for written approval before proceeding with any Extra
Services.

Article 8. Ownership Of Data

- 8.1. All of the work product of Program Manager, prepared or generated, in
connection with this Agreement is the property of the District.
- 8.2. Upon request by the District, the Program Manager shall make available to the
District all work product completed or in progress at the time of such a request.
- 8.3. After completion of each project or, if the District exercises the right to
terminate this Agreement pursuant to the terms hereof, after termination of
this Agreement, Program Manager shall assemble and deliver to District all of
the work product of the Program Manager generated, prepared, reviewed or
compiled in connection with this Agreement and the Services and authorized
Extra Services hereunder. This includes, without limitation, a complete set of
Program and Project(s) records, including without limitation all documents

generated by Program Manager, copies of all documents exchanged with or copied to or from all other Program and Project(s) participants, and all closeout documents. Said Program and Project(s) records shall be indexed and appropriately organized for easy use by District personnel.

- 8.4. All Program and Project(s) records are property of the District, whether or not those records are in the Program Manager's possession. District retains all right to copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Program Manager or its Consultants prepare or cause to be prepared pursuant to this Agreement.

Article 9. Termination Of Contract

- 9.1. If Program Manager fails to perform Program Manager's duties to the satisfaction of the District, or if Program Manager fails to fulfill in a timely and professional manner Program Manager's material obligations under this Agreement, or if Program Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Program Manager. In the event of a termination pursuant to this subdivision, Program Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Program Manager's actions, errors, or omissions.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Program Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Program Manager if there is a termination for convenience.
- 9.3. The Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Program Manager. Such termination shall be effective thirty (30) days after District's receipt of written notice from Program Manager.
- 9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5. If, at any time in the progress of the Program, the District determines that the Program should be terminated, the Program Manager, upon written notice from the District of such termination, shall immediately cease work on the Program. The District shall pay the Program Manager only the fee associated with the services provided and approved by District since the last paid invoice and up to the notice of termination.

- 9.6. If the Program is suspended by the District for more than one hundred eighty (180) consecutive days, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the schedule shall be adjusted and the Program Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Program Manager's services. Upon resumption of the Program after suspension, the Program Manager shall make every effort to maintain the same Program personnel.

Article 10. Indemnity

- 10.1. To the furthest extent permitted by California law, Program Manager shall defend, indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Program Manager, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages.
- 10.2. Program Manager shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties in any Claim. Program Manager's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in defense of any Claim(s) and to enforce the indemnity herein. Program Manager's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Program Manager proposes to defend the Indemnified Parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Program Manager from amounts owing to Program Manager.

Article 11. Conduct on Project Sites and Fingerprinting

- 11.1. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 11.2. Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 11.3. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of the scope of work in this Agreement that Program Manager and its subcontractors and employees will have only limited contact with pupils, the Program Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Program Manager shall not permit any

employee to have any contact with District pupils until such time as the Program Manager has verified in writing to the governing Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Program Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Program Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (Exhibit "E") shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Program and prior to permitting contact with any student.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Program Manager and shall render decisions so as to avoid unreasonable delay in the process of the Program Manager's services.
- 12.2. The District shall provide to the Program Manager as complete information as is available to District regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4. The District shall, in a timely manner, and with Program Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Program Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5. The District, its representatives, and consultants shall communicate with the Contractor(s) either directly or through the Program Manager or Construction Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the Contractors submit all notices and communication relating to the Project directly to the Program Manager or Construction Manager.
- 12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District Representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the services performed in connection with this Agreement.

- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by intentional or negligent acts or omissions of Program Manager in its performance hereunder, shall be paid to District by Program Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Program Manager, or by its employees, even though such equipment be furnished or loaned to Program Manager by District.
- 13.4. The Program Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Program Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Program Manager's insurance company on behalf of the District.

Article 14. Insurance

- 14.1. Prior to commencement of the work of this Agreement Program Manager shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Program Manager, its agents, representatives, employees and sub-consultant(s).
- 14.2. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 14.2.1. **Commercial General Liability.** Five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 14.2.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 14.2.3. **Workers' Compensation.** Statutory limits required by the State of California.
 - 14.2.4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
 - 14.2.5. **Professional Liability.** This insurance shall cover the Program Manager and his/her sub-consultant(s) for one million dollars (\$1,000,000) aggregate limit subject to no more than twenty-five

thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years there-after. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

- 14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding twenty-five thousand dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5. **Other Insurance Provisions:** The insurance policies required above are to contain, or be endorsed to contain, the following provisions:
 - 14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form
 - 14.5.2. The District, the Architect, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Program Manager; instruments of service and completed operations of the Program Manager; premises owned, occupied or used by the Program Manager; or automobiles owned, leased, hired or borrowed by the Program Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 14.5.3. For any claims related to this Program, the Program Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Program Manager's insurance and shall not contribute with it.
 - 14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 14.5.5. The Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by Program Manager, reduced in coverage or in limits except after

thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.6. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

14.7. **Verification of Coverage:** Program Manager shall furnish the District with:

14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Article 15. Nondiscrimination

Program Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, sexual orientation or perceived sexual orientation, or gender identity of such person. Program Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. Covenant Against Contingent Fees

Program Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Program Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Program Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Program Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Program Manager specifically acknowledges that in entering this Agreement, Program Manager relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment Of Agreement

In as much as this Agreement is intended to secure the specialized services of the Program Manager, Program Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. Notwithstanding any disputes, claims or other disagreements between Program Manager and the District, Program Manager shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 20.2. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 21. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. Employment Status

- 22.1. Program Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Program Manager performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Program Manager shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2. Program Manager understands and agrees that the Program Manager's personnel are not and will not be eligible for: membership in or any benefits from any District group plan for hospital, surgical or medical insurance;

membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Program Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Program Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Program Manager for District, upon notification of such fact by District, Program Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Program Manager under this Agreement (again, offsetting any amounts already paid by Program Manager which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Program Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Program Manager is an employee for any other purpose, then Program Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Program Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Warranty of Program Manager

- 23.1. Program Manager warrants that the Program Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform. Program Manager further warrants that all the work performed under this Agreement by the Program Manager shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. The Program Manager also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of the County in which the District is located.
- 23.2. Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

23.3. Program Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Program Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Program Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. District may participate in State labor compliance monitoring by CMU. If District participates in State labor compliance monitoring by the CMU, Program Manager shall cooperate with the DIR and provide certified payroll reports as required.

Article 24. Cost Disclosure - Documents And Written Reports

Program Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

Article 25. Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested; by overnight delivery service; or by personal delivery:

If to District:

Culver City Unified School District
 4034 Irving Place
 Culver City, CA 90232

Telephone: (310) 842-4220
 Facsimile: (310) 842-4322
 Email: MikeReynolds@ccusd.org

Attn: Mike Reynolds,
 Assistant Superintendent,
 Business Services

With a copy to:

DANNIS WOLIVER KELLEY
 115 Pine Ave, Suite 500
 Long Beach, CA 90802
 Attention: Samuel R. Santana
 Telephone: (562) 366-8500
 Facsimile: (562) 366-8505

If to Program Manager:

Telephone:
 Facsimile:
 Email:

Attn:

With a copy to:

Telephone:
 Facsimile:

Article 26. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.118 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs" or "DVBE") of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Program may use funds allocated under the Act. Therefore, to the extent feasible the Program Manager, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and/or documentation demonstrating the Program Manager's good faith efforts to meet these goals.

Article 27. Other Provisions

- 27.1. The Program Manager shall be responsible for the cost of construction change orders caused directly by the Program Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Program Manager's liability for indirect or consequential cost impacts, the direct costs for which the Program Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 27.2. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Program Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Program Manager's failure to perform any of the Services furnished under this Agreement to the standard of care of the Program Manager for its Services, which shall be, at a minimum, the standard of care of Program Managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 27.4. The individual executing this Agreement on behalf of the Program Manager warrants and represents that she/he is authorized to execute this Agreement and bind the Program Manager to all terms hereof.

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

CULVER CITY UNIFIED SCHOOL DISTRICT

Date: _____, 2014

By: _____

Title: _____

Date: _____, 2014

By: _____

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-5
3.	PLANNING AND ADMINISTRATION OF THE PROJECT	A-6
4.	PRECONSTRUCTION PHASE	A-6
5.	PRE-BIDDING PHASE	A-8
6.	BIDDING PHASE	A-8
7.	CONSTRUCTION PHASE	A-9
8.	PROJECT COMPLETION	A-10
9.	FINAL DOCUMENTS	A-10
10.	WARRANTY	A-10

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

Program Manager shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Program. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Program using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Develop and implement methods to budget and track all expenditures on each Project. Program Manager shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for each Project and for the overall Program. Program Manager shall develop master schedules and milestone schedules for each Project, and shall report on same each month to the District.
- 1.6. The Program Manager will be required to attend and provide updates at each Board meeting. The Program Manager shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. Program Manager shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Projects in the Program.
 - 1.7.2. Provide Services that will result in the development of an overall Program strategy with regard to phases, construction schedules, timing, budget, prequalification, Construction Manager procurement, Contractor procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project(s). The plan will include a detailed strategy, Program Budget and Program schedule as well as identification of critical events and milestone activities.

- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies.
- 1.10. Interface with Construction Manager(s), all general and/or trade Contractors, and all subcontractors during construction to ensure that the District is provided with an acceptable Program and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Program, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at Program Manager's expense, subconsultant(s) to the extent deemed necessary for Program Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any subconsultant(s) employed by the Program Manager under terms of this Agreement.
- 1.13. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Program and the Project(s), including District staff and consultants, Construction Manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Program and the Project(s) within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Program. Program Manager shall invite the District and/or its representative and the Project Inspector(s) to participate in these meetings. Program Manager shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Program time schedule at the start of Program development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding some, or all, of the individual bid packages;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Program having occupancy priority and with ongoing operational occupancy requirements.)
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of

the probable cost of construction, and other services furnished by Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Program Manager. Program Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the various Project(s) in the Program, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Program documentation.
- 1.18. At the request of the District, develop a Management Information System ("MIS") to assist in establishing communications between the District, Program Manager, Construction Manager(s), design professional(s), Contractor(s), Project Inspector(s) and other parties on the various Project(s) in the Program. In developing the MIS, the Program Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.19. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.20. Preparation of a bidders list for each package for approval by the District.
- 1.21. When acting as Construction Manager for specific projects:
 - 1.21.1. **Oversight of Prequalification Process.** The Program Manager will assist the District, the Design Team and, as applicable, the Construction Manager for a Project in pre-qualifying bidders and completing the prequalification process for award of a Construction Contract for a Project if prequalification is permitted or required by the District. The Program Manager's services hereunder may include, without limitation:
 - 1.21.1.1. Assistance with administration of the prequalification process;
 - 1.21.1.2. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for a Project, including preparation and distribution of prequalification questionnaires;
 - 1.21.1.3. Development of bidders' interest in a Project;
 - 1.21.1.4. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;

- 1.21.1.5. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
 - 1.21.1.6. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
 - 1.21.1.7. Interviewing possible bidders, references, bonding agents and financial institutions;
 - 1.21.1.8. Preparing recommendations for the District for pre-qualification of prospective bidders;
 - 1.21.1.9. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
 - 1.21.1.10. Assisting with resolution of any appeals;
 - 1.21.1.11. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Preliminary Services Agreement, Site Lease, and Facilities Lease with guaranteed maximum price; and
 - 1.21.1.12. Preparation of agenda items for Board approval.
- 1.21.2. **Communications to Board:** The Program Manager may be required to attend each Board meeting, and to provide updates at each meeting.
- 1.22. Attempt to generate interest among qualified bidders for Projects within the Program, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s).
- 1.23. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Program and Project(s) status.
- 1.24. Comply with any storm water management program that is approved by the District and applicable to the Program, at no additional cost to the District.
- 1.25. Ensure that all Project Contractor(s), sub-contractor(s), Architects and Construction Managers, and Program Managers, Architects and Construction Managers' subconsultant(s) comply with any District-approved storm water management program that is applicable to the Program and Project(s), at no additional cost to the District.
- 1.26. Provide direction and planning to ensure Program and Project(s) adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California

Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Program Manager shall comply with, and ensure that all Consultants, all Construction Managers, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Program and Project(s), at no additional cost to the District.

- 1.27. Program Manager shall maintain accurate Program cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Program Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Program Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.28. Program Manager is **NOT** responsible for:
 - 1.28.1. Ground contamination or hazardous material analysis.
 - 1.28.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.28.3. Compliance with CEQA, except that Program Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor(s) and the Design Team to provide current information for use in CEQA compliance documents.
 - 1.28.4. Historical significance report.
 - 1.28.5. Soils investigation.
 - 1.28.6. Geotechnical hazard report.
 - 1.28.7. Topographic survey, including utility locating services.
 - 1.28.8. Other items specifically designated as the District's responsibilities under this Agreement.
 - 1.28.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Program. Program Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for each Project in the District's Program. The Program Manager should be the focal point of all communication to and from the Construction

Manager(s) for each Project and shall be copied on all communications between the District and its design professionals.

- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for each Project and for the overall Program. Program Manager shall develop master schedules and milestone schedules for each Project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Program Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Program Manager may be required to attend each Board meeting, and to provide updates at each meeting.

3. PLANNING AND ADMINISTRATION OF THE PROJECT

- 3.1. Cost Control. Program Manager shall develop and monitor an effective system of construction cost control for the Program. Program Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Program Manager shall manage the construction bids and contracts in accordance with the Program Budget.
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project(s) that involve all members of the Project(s) teams, including District, design professional(s), Construction Manager(s), and construction Contractor(s).
- 3.3. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Program and the various Projects within the Program. The system will allow for monthly progress reports to the District regarding the schedule for the Program and the various Projects within the Program.
- 3.4. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). The Program Manager will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

4. PRECONSTRUCTION PHASE

- 4.1. Provide overall coordination of the Program and the Project(s); serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Program and the Project(s), including

planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the Contractor(s) to District and Project(s) Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project(s) Design Team to the Contractor(s).

- 4.2. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Program.
- 4.3. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% of the Construction Documents Phase. The Program Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Program Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, and construction duration. The Program Manager's actions in reviewing the design of the Project(s) and design documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Program Manager's work described in this paragraph.
- 4.4. Develop master bid/award schedule(s) including construction milestones for the various Projects within the Program through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with Construction Manager(s) and District.
- 4.5. Establish schedules for any Consultant, and for any soils, hazardous materials testing, or other testing, and review costs, estimates, and invoices of each.
- 4.6. Organize an initial planning workshop to create baseline parameters for the Program, to define overall building requirements, Program strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Program, coordination among phases, and budget and time constraints for each phase of the Program. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 4.7. Provide updated cost estimates for the Program at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 4.8. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 4.9. Oversee Construction Manager(s) coordination of all changes required by any utility company needed to complete the various Project(s) within the Program.

- 4.10. Review and tailor the District's front end documents for the Program. Coordinate with Construction Manager(s) for the various Project(s) within the Program to recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of liquidated damages for each Project.
- 4.11. Where appropriate, the Program Manager shall provide: (i) assistance with administration of RFP/Q for selection of developer for Lease Lease Back; (ii) assistance in negotiation of preliminary services agreements and/or Lease Lease Back contract documents; (iii) preparation of agenda items for Board approval.

5. PRE-BIDDING PHASE

- 5.1. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 5.2. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project(s).
- 5.3. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Program. Establish, accordingly, a communications procedure for the Program that allows for decision making at appropriate levels of responsibility and accountability.
- 5.4. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 5.5. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for each Project as applicable and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations of Program Manager with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for each of the Projects, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

6. BIDDING PHASE

- 6.1. Oversight of Bidding Process. The Program Manager will assist the District, the Design Team and, as applicable, the Construction Manager for a Project in completing the bidding process for award of a Construction Contract for a Project. The Program Manager's services hereunder may include, without limitation: (i) recommendations for pre-qualification of prospective bidders; (ii) assistance in development of documents necessary or appropriate for bidding the Construction Contract for a Project; (iii) development of bidders' interest in a Project; (iv) assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate; (v) assistance in conducting job walks and bidders' conferences and the maintenance and

preparation of minutes of job walks or bidder's conferences; (vi) review of bid proposals for responsiveness to bid requirements and evaluation of bidder responsibility; (vii) tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project; and (viii) preparation of agenda items for Board approval.

7. CONSTRUCTION PHASE

- 7.1. Continually monitor whether construction contract requirements for the Program as a whole are being fulfilled and recommend courses of action to the District when Contractor(s) fails to fulfill contractual requirements.
- 7.2. Coordinate and monitor Construction Managers' performance in developing, implementing, and coordinating with assistance from the District, the design professional(s), and the Project Inspector, procedures for the submittal, review, verification and processing of applications by Contractor(s) for progress and final payments for all construction contracts.
- 7.3. Maintain a change order log for the Program compiling information from the change order logs maintained by the Construction Managers and implement procedures to expedite processing of change orders.
- 7.4. Implement procedures for issue identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 7.5. Assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.
- 7.6. To guard District against defects in the work of the construction contractor(s), Program Manager shall establish and implement a quality control program for Construction Managers to monitor the quality and workmanship of construction for conformity with:
 - 7.6.1. Accepted industry standards;
 - 7.6.2. Applicable laws, rules, regulations, or ordinances; and
 - 7.6.3. The design documents and Contract Documents.
- 7.7. Where the work of a construction Contractor does not conform as set forth above, Program Manager shall, with the input of design professional(s), obtain and compile reports from a Project's Construction Manger that:
 - 7.7.1. Notify the District of any non-conforming work observed by the Program Manager;
 - 7.7.2. Reject the non-conforming work; and
 - 7.7.3. Take any and all action(s) necessary to compel the construction Contractor(s) to correct the work.
- 7.8. Obtain from the Construction Manager, compile, evaluate, track, and maintain Program-wide reports based on each Construction Manager's logs of requests

for information ("RFI") from construction Contractor(s) and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise District as to status and criticality of RFIs.

- 7.9. Establish and implement procedures, in collaboration with the District, Construction Manager(s), and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Maintain Program-wide records of submittal and shop drawing logs based on reports by Project Construction Manager(s).

8. PROJECT COMPLETION

- 8.1. The Program Manager shall conduct, with the Architect(s), Construction Manager(s), and District, final inspections of the Projects or designated portions thereof. The Construction Manager shall notify the Program Manager and the Program Manager shall notify District of final completion.
- 8.2. The Program Manager shall consult with the Architect(s), Project Inspector, Construction Manager(s), and the District, and the District shall determine when the Projects and the Contractors' work are finally completed. The Program Manager shall assist the District and the Construction Manager with the issuance of a Certificate of Final Completion for each Project, and along with the Construction Managers, shall provide to the District a written recommendation regarding payment to the Contractors.

9. FINAL DOCUMENTS

The Program Manager shall coordinate with Construction Manager(s) to review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents for each Project to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Program Manager shall also forward all documents and plans to the District upon completion of the Program and ensure all such plans and documents are well organized for any appropriate audit or review of the Program.

10. WARRANTY

The Program Manager shall implement a Warranty Inspection and Warranty Work procedure that all Construction Managers and Contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after a Project's completion to inspect the Project and identify any outstanding warranty work.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Program Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Program initiated by the District, including but not limited to size, quality, complexity or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor(s), or by major defects or deficiencies in the work of a Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Program Manager or where the Program Manager is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's prequalification appeal, or by a Contractor's request to substitute a subcontractor, or by handling of any stop notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

EXHIBIT "C"
SCHEDULE OF WORK

EXHIBIT "D"

FEE SCHEDULE

SCOPE OF WORK

The Scope of Work to be undertaken by the Program Manager will incorporate management of all projects funded by the first series of the District's Measure CC Bonds (\$26,500,000 less costs of issuance), in addition to projects funded through the remaining balance of proceeds from the re-financing of Measure T Bonds (\$2,000,000).

Compensation

1. The Program Manager's fee set forth in this Agreement shall be full compensation for all of Program Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due without advance written approval of the District.

Method of Payment

1. Program Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Program Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to Program Manager's Consultants, sub-consultants, and/or subcontractors.
4. Upon receipt and approval of Program Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.
5. If Program Manager fails to timely and completely perform its obligations under this Agreement, the District may withhold or deduct the amounts that would be due therefore from amounts otherwise due Program Manager hereunder with the amounts withheld or deducted being released after Program Manager has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Program Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$____.00
Program Director:	\$____.00
Program Manager (s):	\$____.00
Assistant Program Manager	\$____.00
Other	\$____.00
Other	\$____.00

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

Exhibit E

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Culver City Unified School District ("District") and _____ ("Program Manager") for the _____ ("Contract" or "Program").

The undersigned does hereby certify to the governing board of the District as follows:

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

Program Manager certifies that it has taken at least one of the following actions with respect to the Program that is the subject of the Contract (check all that applies):

_____ The Program Manager has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Program Manager's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Program Manager's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Program Manager has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Program Manager's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Program Manager certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Program Manager who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Program Manager's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Program Manager's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils

regardless of whether they are designated as employees or acting as independent contractors of the Program Manager.

Date: _____

Proper Name of Program Manager : _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

BOARD REPORT

10/28/14

14.3e

14.3e Approve Award of Bid #2015-1 for Custom Outdoor Bins

At this time, we are conducting a revised public bid process for the acquisition of the custom outdoor bins that will provide convenient disposal of composting items, recycling items and landfill trash for our students at CCHS and CCMS. This acquisition is a major component of our current two-year Cal-Recycle Grant. The first bid yielded three respondents, each of which expressed concerns about the bid specifications. In order to attempt to avoid any challenges to the award of the bid, we have re-issued a new competitive bid with specifications that have been reviewed and revised by our attorney. The bid will close on Friday. The name of the firm submitting the winning bid will be included in the motion prior to Tuesday's board meeting.

RECOMMENDED MOTION: That the Board of Education award Bid #2015-1 for custom outdoor bins.

Moved by:

Seconded by:

Vote:

BOARD REPORT

**10/28/14
15.1**

15.1 Discussion Regarding Impact of Proposition 13 on Public School Funding

Due to a prior audience member commenting about possible amendments to Proposition 13 and actions being taken by other school districts and city municipalities the Board will discuss the impact of Proposition 13 on public school funding.

15.2 Self-Evaluation of the Board

Board members will complete a self-assessment of their collective governance of/for the current Board meeting. Prior to adjournment, one Board member will complete and share his/her assessment of Board performance by answering the following questions:

In your opinion, did every Board Member?

Study the agenda prior to the meeting and clarify questions in advance?

Participate in the meeting, with no one dominating?

Listen attentively as each participant spoke, avoiding side conversations?

Treat each other with respect and courtesy?

Contribute to an atmosphere of trust and openness?

Focus on governance rather than operations during presentations and discussions?

Follow the agenda and not get sidetracked?

Was information provided in a manner that made it easily understandable?

Was the agenda well-planned to focus on the work of the Board?



**Culver City Unified School District
Board Self Assessment**



CULVER CITY
UNIFIED SCHOOL DISTRICT

Evaluator _____ Date: _____

1=Failing 2=Poor 3=Satisfactory 4=Good 5=Commendable

In your opinion, did every Board Member:

1 2 3 4 5

					Study the agenda prior to the meeting and clarify questions in advance?
					Participate in the meeting, with no one dominating?
					Listen attentively as each participant spoke, avoiding side conversations?
					Treat each other with respect and courtesy?
					Contribute to an atmosphere of trust and openness?
					Focus on governance rather than operations during presentations and discussions?
					Follow the agenda and not get sidetracked?
					Was information provided in a manner that made it easily understandable?
					Was the agenda well-planned to focus on the work of the Board?

Comments:

CCUSD: Success for ALL Takes US ALL!